

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT

MIDDLESEX, ss.

Civil Action No. 2181CV00680

ANDREW JEFFERSON, on behalf of)
himself and all others similarly situated,)

Plaintiff)

v.)

UTS OF MASS., INC.,)
WILLIAM P. CRABTREE, and)
STEVEN T. CRABTREE,)

Defendants)

RECEIVED

8/19/2022

PLAINTIFF'S MOTION FOR CLASS CERTIFICATION

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Defendant UTS of Mass., Inc. (“UTS”) specializes in testing, inspecting, and evaluating construction materials and practices. Plaintiff Andrew Jefferson worked for the company as a staff engineer. Like everyone in the class he seeks to represent – a class of well over 100 employees – he used his own vehicle to perform his duties for the company and absorbed all costs associated with doing so, including paying for his own gas, insurance, supplies, and maintenance, and incurring other operating expenses, such as depreciation.

The complaint alleges that UTS failed to comply with 454 CMR 27.04(4)(d), which provides that “[a]n employee required or directed to travel from one place to another after the beginning of or before the close of the work day...shall be reimbursed for all transportation expenses.” *Id.* The basis for that allegation is straightforward and the same for everyone in the proposed class – that is, UTS reimbursed its employees at the facially inadequate rate of \$0.35 per mile.¹ As discussed in more detail below, that rate – which had been in place for years – was not adjusted based on any studies or specific data about the costs of operating a car. In contrast, the IRS reimbursement rate, which is adjusted on an annual basis using detailed studies about the actual costs of operating a car, was substantially higher than UTS’s rate. UTS used a reimbursement rate of \$0.35 back in 2001, when the IRS reimbursement rate was \$0.345. As the IRS rate increased to reflect the higher costs of operating a car, however, UTS’s rate did not keep pace. As of 2020, *nineteen years later*, UTS was *still* using a reimbursement rate of \$0.35, even though the IRS rate had increased to \$0.575.

Mr. Jefferson and the class will rely on the IRS reimbursement rate to provide a reasonable estimate of their transportation expenses, thereby showing that UTS’s reimbursements were inadequate. UTS’s principal position is that employees *must* rely on

¹ In fact, it was not until Mr. Jefferson filed this action that UTS increased its reimbursement up to its current level of \$0.58.

individual evidence of their “actual” expenses (through gas receipts, credit card records, and the like) in order to prove that UTS’s reimbursement amounts were inadequate. Indeed, UTS filed a motion to dismiss the complaint on that very basis, arguing that employees could not rely on the IRS reimbursement rate.

In opposing UTS’s motion to dismiss, Mr. Jefferson argued, among other things, that UTS’s position ignores two critical points: (1) it is effectively impossible for employees to recreate their “actual” expenses with historical records when they were not required by UTS to submit or keep any such records, and (2) it is a bedrock principle that parties can prove damages using any evidence that permits for a just and reasonable inference. *See, e.g., Coady v. Wellfleet Marine Corp.*, 62 Mass. App. Ct. 237, 245 (2004) (“[e]vidence that enables the jury to arrive at an approximate estimate of damages is sufficient”) (citation omitted). This Court adopted Mr. Jefferson’s arguments and denied UTS’s motion to dismiss. In doing so, the Court joined numerous other courts, in Massachusetts and elsewhere, who have reached the commonsense conclusion that it is appropriate to use the IRS rate in cases alleging an inadequate reimbursement of transportation expenses. *See, e.g., Escorbor v. Helping Hands Co., Inc.*, 2016 WL 2942356, at *1 (Mass. Super. Ct. Apr. 20, 2016) (denying motion to dismiss wage claim under Massachusetts law, observing that the plaintiff “plausibly calculates travel expense in a reasonable way, such as the IRS reimbursement rate, which exceeds 50 cents per mile.”). In fact, this Court stated in its prior order that UTS’s motion to dismiss was being denied “for the reasons stated in the opposition including the arguments made at page 18 of the opposition.” That page contained a section titled, “Plaintiffs can prove their damages using any evidence that permits a just and reasonable estimates of their damages, and the IRS reimbursement rate constitutes such evidence.”

Given the common nature of each class member’s legal claim, class certification is warranted in this case. The Massachusetts wage laws expressly anticipate that aggrieved employees will bring claims on behalf of themselves and all others similarly situated. M.G.L. c. 149, § 150 (“An employee claiming to be aggrieved...may...institute and prosecute in his own name and on his own behalf, *or for himself and for others similarly situated*, a civil action....”) (emphasis added). As the SJC has stated, the wage laws “provide[] for a substantive right to bring a class proceeding [and] very legitimate policy rationales underl[ie] the Legislature’s decision to provide for class proceedings.” *Machado v. System4 LLC*, 465 Mass. 508, 514-15 (2013). Those rationales “include the deterrent effect of class action lawsuits and, unique to the employment context, the desire to allow one or more courageous employees the ability to bring claims on behalf of other employees who are too intimidated by the threat of retaliation and termination to exercise their rights under the Wage Act.” *Id.* at 515 n.12, *citing Salvas v. Wal-Mart Stores, Inc.*, 452 Mass. 337, 369 (2008). Denying class certification in this case will frustrate these goals. Instead of creating a deterrent effect, it will encourage UTS and other employers to flout wage requirements. It also will discourage courageous employees from coming forward to enforce violations of those requirements.

As discussed in more detail below, common issues predominate in this case, and all other requirements for class certification under Mass. R. Civ. P. 23 are satisfied, so Mr. Jefferson respectfully requests that the Court certify this case as a class action, designate Mr. Jefferson as class representative, and designate Fair Work, P.C. and Steffans Legal PLLC as class counsel.

Facts

Plaintiff Andrew Jefferson is a Massachusetts resident. (Answer to Plaintiff’s First Amended Class Action Complaint (“Answer”) ¶ 1). UTS is a Massachusetts corporation in

Stoneham, specializing in the testing, inspection, and evaluation of construction materials and practices. (Id. ¶¶ 2, 5). Mr. Jefferson worked for UTS as a staff engineer (also known within UTS as an “E.I.T.”) from 2018 to 2021. (Id. ¶ 20).

UTS has a longstanding policy of reimbursing employees for transportation expenses based only on an employee’s reported miles.² UTS’s mileage reimbursement rate was \$0.35 as far back as 2001, more than 20 years ago. (Memoranda [2]).³ The IRS reimbursement rate at that time was \$0.345, essentially the same as UTS’s rate. *See* IR-2000-81 (Nov. 16, 2000) (available at <https://www.irs.gov/pub/irs-news/ir-00-81.pdf>, accessed June 29, 2022).

While the IRS rate increased substantially in light of rising costs, UTS’s rate did not. UTS’s reimbursement rate ranged from \$0.30 to \$0.40 between 2001 and 2012, and then remained at \$0.35 from 2012 onwards. (Memoranda [2]).⁴ By 2018, UTS’s reimbursement rate had fallen far below the IRS rate. That year, the IRS reimbursement rate was \$0.545 per mile; in 2019, it was \$0.58; in 2020, it was \$0.575; in 2021, it was \$0.56; and in 2022, it is \$0.585. *See* IRS Standard Mileage Rates (available at <https://www.irs.gov/tax-professionals/standard-mileage-rates>, accessed June 29, 2022).

Unlike UTS’s arbitrary and unsubstantiated rate, the IRS mileage reimbursement rate is based on annual studies of the total costs of using a vehicle, not just gas expenses. *See, e.g., Waters v. Pizza to You, LLC*, ___ F. Supp. 3d ___, 2021 WL 1839974, at *5 (S.D. Ohio May 7, 2021) (“The IRS mileage rate is the real cost of driving a vehicle.”). *See also id.* (“The IRS bases these rates on cost data and analysis compiled every year by Runzheimer International, an

² Expenses for tolls or parking are reimbursed separately, provided the employee submits proof of those expenses. (Deposition of Bryan Crabtree (“Bryan Depo.”) [1] at 72:20-73:20).

³ The number in brackets refers to the exhibits attached to this memorandum.

⁴ The complaint in this case was filed on March 26, 2021, when UTS’s reimbursement rate was still \$0.35. Effective August 1, 2021, after the complaint was filed, UTS raised the rate to \$0.48 per mile. (Bryan Depo. [1] 60:6-11). And on March 21, 2022, UTS increased the rate to \$0.58, virtually matching the IRS rate. (3/18/21 Memorandum [3]).

independent research firm that contracts to the IRS. Runzheimer International uses data from across the country and measures auto insurance premiums, gas prices, maintenance costs, depreciation and other costs that go into operating a vehicle.”) (citation and internal quotation marks omitted).

According to UTS, it employed 213 field employees between March 26, 2018 (three years before the complaint was filed) and August 1, 2021 (when UTS raised its reimbursement rate), all of whom were reimbursed at the rate of \$0.35 per mile during that period. (Defendants’ Answers to Plaintiff’s Second Set of Interrogatories (“Second Int. Answers”) [4] at 5). UTS’s reimbursement rate does not vary based on the type of car an employee drives, the nature of the work they perform, the type of gas they purchase, the amount of maintenance they perform, or any other variable. (Bryan Depo. [1] 71:2-5, 72:7-15; Deposition of William Crabtree (“William Depo.”) [5] 14:24-15:6). So, employees were not required by UTS to submit or maintain any proof of their transportation expenses (other than tolls or parking), including receipts for gas or supplies, maintenance records, finance or insurance costs, or any documents relevant to depreciation. (Bryan Depo. [1] at 72:20-73:20). It would be unfeasible, therefore, for UTS’s employees to assemble documentary proof of all of their past out-of-pocket expenditures (including all expenditures by cash, check, credit card, and debit card) for all gas, maintenance, supplies, insurance, financing, or other costs, not to mention depreciation costs.

UTS’s deposition of Mr. Jefferson underscored the folly of its position that employees must now prove their “actual” expenses through historical documents. Even though UTS attempted to scour through Mr. Jefferson’s credit card and bank statements to calculate those expenses, any such attempt must fall short given the lack of sufficient detail in those statements, given the lack of records for cash purchases, given the absence of any records for intangible

costs like depreciation (or “wear and tear”), and given the fact that employee vehicles are used for both personal and business reasons. (*See, e.g.*, Deposition of Andrew Jefferson (“Jefferson Depo.”) [6] 129:11-21; 145:1-16; 162:17-163:12; 201:22-204:3). UTS went through the charade of tallying up manifestly incomplete expenses for several cherry-picked months, *ignoring the expenses for which there were no records or which would have been covered by other records*,⁵ and then suggesting that those *incomplete* expenses were covered or almost covered by UTS’s reimbursement rate. (*See, e.g.*, *id* at 187:17-189:16). All that exercise proved is that it is impossible to recreate transportation expenses accurately using inherently vague and incomplete historical records. Ultimately, the only fair and reasonable way to estimate each employee’s total transportation expenses is by using the IRS reimbursement rate.

Unlike the IRS reimbursement rate, UTS’s reimbursement rate was not based on specific studies, analyses, or data about the total costs of operating a vehicle. (Bryan Depo. [1] 65:23-68:9, 69:16-70:24; Deposition of Lennon Crabtree (“Lennon Depo.”) [7] 26:21-27:2, 29:2-30:5; Deposition of Steven Crabtree [8] 15:13-16:21, 18:2-19:10, 23:12-18, 24:3-21; William Depo. [5] 13:16-14:23, 15:7-16:9). UTS’s failure to consider relevant data when setting its reimbursement rate is starkly illustrated by the testimony of one of its managers:

Q: So I understand that you thought about those issues. My question is: did you look at specific data about maintenance costs?

A: **No.**

Q: Did you look at specific data about depreciation costs?

A: **No.**

Q: Did you look at specific data about the cost of scheduled maintenance?

[Objection]

A: **No.**

⁵ For example, UTS looked at the charges for specific months that it cherry picked, examining only those charges that appeared in credit card or bank statements *for that month*. That methodology is obviously flawed. Significant expenses like car insurance commonly are paid on an annual, quarterly, or other non-monthly basis, so they would not be reflected as monthly expenses. Likewise, a significant, expensive repair may have been paid for in the months before or after UTS’s cherry-picked months, so the true cost of those maintenance expenses would not show up in UTS’s flawed analysis.

Q: Did you look at data about the amount of oil changes or tire prices?

A: No.

Q: Did you look at data about insurance costs?

A: No.

Q: Did you look at data about registration fees?

A: No.

Q: Did you look at the IRS reimbursement rate?

A: No.

Q: Did you consider any other third-party studies about the cost of operating a vehicle?

A: No.

(Lennon Depo. [7] 29:2-30:5). Given that the IRS rate *was* based on detailed studies of all such data, it is reasonable to conclude that UTS's substantially lower rate was facially inadequate.

Argument

1. **Massachusetts courts take a flexible approach to class certification and favor class certification in cases, such as this one, that challenge common payroll and compensation practices.**

Rule 23 provides that class certification is appropriate where: (1) joinder of all members is impractical (numerosity); (2) there are questions of law or fact common to the class (commonality); (3) the claims or defenses of the representative parties are typical of the claims or defenses of the class (typicality); and (4) the representative parties will fairly and adequately protect the interests of the class (adequacy). Mass. R. Civ. P. 23(a). If these four prerequisites are met, then class certification may be granted if (1) questions of law or fact common to the members of the class predominate over any individual questions (predominance), and (2) a class action is found superior to other available methods for the fair and efficient adjudication of the case (superiority). Mass. R. Civ. P. 23(b).

These requirements should be read with flexibility when it comes to wage claims.⁶ The SJC has interpreted the Massachusetts Wage Act as providing employees with a “substantive

⁶ Moreover, the “Commonwealth’s version of Rule 23 is intended to grant parties and judges greater flexibility than its federal counterpart,” *Baker v. Lvovskiy*, 2006 WL 2627577, at *3 n.5 (Mass. Super. Ct. Aug. 31, 2006), and “relaxes some of the requirements imposed on plaintiffs under the federal rule,” *Weld v. Glaxo Wellcome, Inc.*, 434

right to bring a class action.” *Machado*, 465 Mass. at 514 (“[T]he Wage Act provides for a substantive right to bring a class proceeding”). Indeed, the SJC has specifically cautioned against applying Rule 23’s requirements in an overly technical manner, especially where doing so would undermine a remedial statute or “vitiating the purpose of class actions,” which is to “compensate victimized group members . . . [and] deter violations of the law.” *Salvas*, 452 Mass. at 371-72 (citation omitted). The Court has stressed that “[o]ne of the strengths of the rule 23 class action device is its plasticity” and that “[c]ase-by-case considerations of practicality and fairness have enabled rule 23 certification decisions to adapt appropriately to a variety of contexts, even within the same litigation.” *Id.* at 371.

When asked to state the basis for its contention that class certification is not warranted in this case, UTS answered as follows, specifically identifying issues that relate only to numerosity, commonality, and predominance:

Defendants state that, among other reasons, this action presents two fundamental questions—bearing on liability and damages—that have inherently individualized answers: (1) did each putative class member incur work-related transportation expenses that exceed the amount that UTS paid to each of them; and, (2) if so, by how much. Answering further, the size and composition of the putative class is such that joinder of any individuals who claim to have suffered unreimbursed transportation expenses during their employment would be practicable, which further weighs against class certification. Defendants state that discovery and investigation remain ongoing, and the foregoing answer thus cannot be construed to constitute all of the reasons they may present in opposition to a motion for class certification.

(Defendant UTS of Mass., Inc.’s Supplemental Answers to Plaintiff’s First Set of Interrogatories [9] at 4).

Mass. 81, 86 n.7 (2001). *See also* *Carpenter v. Suffolk Franklin Sav. Bank*, 370 Mass. 314, 318 (1976) (“State courts need not become enmeshed in the Federal complexities and technicalities and are free to reject procedural frustrations in favor of just and expeditious determinations...”).

2. This case meets all of the criteria for class actions.

A. Numerosity

Numerosity is met where “joinder of all members is impracticable, unwise or imprudent...[in light of] [c]onsiderations of efficiency, limitation or juridical resources and expense to the Plaintiffs.” *Brophy v. School Committee of Worcester*, 6 Mass. App. Ct. 731, 735 (1978). Plaintiffs need not prove the precise size or identity of all members of the proposed class, nor must they demonstrate that every member of the proposed class suffered cognizable harm. *Gammella v. P.F. Chang’s China Bistro, Inc.*, 482 Mass. 1, 13-14 (2019). Although there is no specific number that is required to meet the numerosity requirement, courts repeatedly have held that classes exceeding 40 people are too large for joinder. *See, e.g., In re Relafen Antitrust Litigation*, 218 F.R.D. 337, 342 (D.Mass. 2003) (“The proposed class of direct purchasers includes approximately sixty members, more than the forty individuals generally found to establish numerosity.”). Here, there are over 200 members of the proposed class, so the numerosity requirement is easily met.

B. Commonality and Predominance

Rule 23 requires both that a putative class claim present common questions of law or fact, and that those common questions predominate over individual concerns. Mass. R. Civ. P. 23(a)(2), (b)(1). These are two distinct requirements, but as a matter of practical application they tend to merge. 1 *Newberg on Class Actions* § 3:27 (5th ed.) (“Due to the similarities between the two requirements ... courts will often treat the application of [commonality] and [predominance]) together. If the [predominance] requirement is met, the [commonality] prerequisite is automatically satisfied”). Because, as discussed below, the predominance element is satisfied in this case, so is commonality.

Predominance is satisfied by showing that a “sufficient constellation of common issues...bind[] class members together.” *Salvas*, 452 Mass. at 366, *quoting Waste Mgmt. Holdings, Inc. v. Mowbray*, 208 F.3d 288, 296 (1st Cir. 2000). Although the question of predominance is discretionary, “[t]hat discretion . . . ‘must be exercised in accord with the purposes sought to be achieved by class actions,’” namely vindicating the rights of persons who might otherwise lack the wherewithal to bring claims individually. *Id.* at 363, *quoting Sniffin v. Prudential Ins. Co.*, 11 Mass. App. Ct. 714, 723 (1981). In *Salvas*, the SJC reaffirmed the appropriateness of class actions in wage cases, holding that predominance was satisfied based on evidence of a “uniform and systematic scheme of wage abuse.” 452 Mass. at 366.

Where an employer subjects a class of employees to a common policy, the employer cannot credibly claim that class treatment is improper. As one court recognized, it would be “manifestly disingenuous for a company to treat a class of employees as a homogenous group for purposes of internal policies and compensation, and then assert that the same group is too diverse for class treatment...” *In re Wells Fargo Home Mortgage Overtime Pay Litigation*, 527 F. Supp. 2d 1053, 1068 (N.D. Cal. 2007). *See also Lyons v. Citizens Financial Group, Inc.*, 2012 WL 5499878, at *2 (D.Mass. Nov. 9, 2012) (assistant branch managers could proceed as a class to challenge misclassification, despite differences in tasks, where employer made a “business decision to treat the ABMs on a categorical, not an individualized, basis”). Here, UTS plainly subjected all employees to the exact same policy of reimbursement at a rate that was not based on any studies of actual costs and that was far below the data-based IRS rate.

The central question in this case – i.e., whether UTS’s rate was sufficient to cover all transportation costs – is one that can be answered with common proof. Given that UTS did not require employees to obtain, keep, or submit contemporaneous records of their transportation

expenses, it is not feasible to recreate those expenses fully and accurately with incomplete historical records. That reality was made clear during Mr. Jefferson's deposition, and UTS has not and cannot offer any evidence that it is feasible to undertake an accurate or complete forensic accounting of costs. The only feasible way to estimate those costs with any accuracy is to use the IRS reimbursement rate.

Not only is it feasible to use the IRS rate to prove a violation, but in the context of this case, where UTS did not maintain contemporaneous records of actual expenses, Mr. Jefferson and the proposed class will be able to use the IRS rate as a matter of law. Under federal law,⁷ the Department of Labor and numerous courts have concluded that an employer must account for an employee's transportation expenses in one of two ways: (1) by reimbursing the employee's expenses through the submission and maintenance of contemporaneous receipts or records, or (2) by using the applicable IRS reimbursement rate.

The Department of Labor's Field Operations Handbook ("FOH") specifically provides that transportation costs may be determined by reference to the IRS reimbursement rate "in lieu of actual costs and associated recordkeeping." Dept. of Labor, Wage & Hour Div., Field Operations Handbook, § 30c15(a) (issued 6/30/2000), available online at <https://www.dol.gov/agencies/whd/field-operations-handbook> (last visited Sep. 1, 2021).⁸ Other than these two methods – an employer's *contemporaneous* recording of actual expenses or reimbursement using the IRS rate – no others are permitted, including an employer's use of its

⁷ Massachusetts courts regularly look to federal law when interpreting parallel provisions of the Massachusetts wage laws. *Vitali v. Reit Management & Research, LLC*, 88 Mass. App. Ct. 99, 103 (2015).

⁸ Courts repeatedly have held that "[t]he DOL Handbook is entitled to judicial deference." *Burton v. DRAS Partners, LLC*, 2019 WL 5550579, at *3 (N.D.Ill. Oct. 27, 2019) (citations omitted). *See also Newman v. Advanced Technology Innovation Corp.*, 749 F.3d 33, 37 (1st Cir. 2014) ("The Department of Labor Wage and Hour Division's Field Operations Handbook...contains further guidance, which we treat as persuasive authority.").

own randomly determined and artificially low mileage reimbursement rate, which was UTS's method.

Numerous courts have embraced this position. Most recently, in *Waters*, the district court engaged in an extensive analysis before concluding that plaintiffs in a wage case may prove their transportation expenses by using the IRS reimbursement rate where the defendants did not track and pay actual expenses. 2021 WL 1839974, at *10 (“As a matter of law, ...the proper measure of minimum wage compliance for...drivers is to either (1) track and pay [a] drivers’ actual expenses or (2) pay the mileage reimbursement rate set by the Internal Revenue Service.”), quoting *Hatmaker v. PJ Ohio, LLC*, 2019 WL 5725043, at *7 (S.D. Ohio, Nov. 5, 2019) (internal quotation marks omitted). As the court explained further, plaintiffs alleging an underpayment of wages may meet their burden of proof by “showing they were not compensated by an amount equal to the minimum hourly wage plus the mileage reimbursement rate set by the Internal Revenue Service,” and defendants can rebut any such evidence *only* “by showing that they tracked and paid actual expenses and paid an amount equal to the minimum hourly wage rate plus actual expenses.” *Id.* UTS cannot do so here.

In addition to *Waters* and *Hatmaker*, other courts have reached the same result. *See, e.g., Burton, supra*, 2019 WL 5550579, at *3 (“Based on the DOL Handbook, district courts and arbitrators repeatedly hold that...drivers are owed the difference between the reimbursements provided and the IRS rate when the employer fails to keep records of their actual expenses.”); *Brandenburg v. Cousin Vinny's Pizza, LLC*, 2018 WL 5800594, at *4 (S.D. Ohio Nov. 6, 2018) (employer had to use “adequate reimbursement rate, using either the IRS mileage rate or actual reimbursement of cost”); *Cornish v. Deli Management, Inc.*, 2016 WL 5934077, at *4 (D.Md., Oct. 12, 2016) (holding that plaintiffs sufficiently stated claim by alleging that defendant

reimbursed transportation expenses at a rate below the IRS rate); *Zellagui v. MCD Pizza, Inc.*, 59 F. Supp. 3d 712, 716 (E.D.Pa. 2014) (“Because [the employer] failed to keep detailed contemporaneous records of its delivery drivers' actual expenses, Plaintiff and the Class members are entitled to be reimbursed at the IRS rate.”). And in *Orth v. J & J & J Pizza, Inc.*, 2020 WL 1446735 (D.Mass. Mar. 25, 2020), which involved claims under both federal law and the Massachusetts wage law, the district court observed that “[c]ourts have regularly found that, consistent with the [DOL] Handbook, an employer must provide reimbursement at the IRS rate when they do not keep records of employees’ actual vehicle expenses.” *Id.* at *3.

This outcome – that is, that employees can use the IRS rate to estimate their transportation expenses when an employer did not otherwise track expenses – is in keeping with the more general principle that an employer cannot benefit from its own failure to keep accurate wage records.⁹ This principle was recognized over 70 years ago, in *Anderson v. Mt. Clemens Pottery Co.*, 328 U.S. 680 (1946), where the Court observed that “[w]hen the employer has kept proper and accurate records [relevant to an employee’s compensation,] the employee may easily discharge his burden by securing the production of

⁹ Under Massachusetts and federal law, UTS is obligated to keep all contemporaneous records related to an employee’s compensation, including records of transportation expenses. That principle is firmly established in Massachusetts statutes and regulations. *See, e.g.*, M.G.L. c. 149, § 52C (requiring employers to keep a personnel record with all information relevant to a worker’s employment); M.G.L. c. 151, § 15 (requiring employers to keep records of an employee’s pay, hours, and other information); 454 CMR 27.07 (requiring employers to keep records of an “employee’s name, complete address, social security number, occupation, amount paid each pay period, hours worked each day, rate of pay, vacation pay, any deductions made from wages, any fees or amounts charged by the employer to the employee, dates worked each week, and such other information as the Director or the Attorney General in their discretion shall deem material and necessary.”). Based on record-keeping requirements that parallel those under Massachusetts law, federal law also requires employers to maintain records of transportation expenses. In *Waters*, for example, the district court observed that “a reasonably diligent employer must in some manner maintain records of vehicle costs...” 2021 WL 1839974, at *6 (citation omitted). The court added that “[t]he obligation of [FLSA compliance] is the employer's and it is absolute. He cannot discharge it by attempting to transfer his statutory burdens of accurate recordkeeping... to the employee.” *Id.* (citation and internal quotation marks omitted; brackets in original). *See also Hatmaker*, 2019 WL 5725043, at *7 (“The regulations also require employers to maintain records of total wages paid each pay period. ... Because employee-incurred expenses affect total wages, this provision also requires employers to maintain records of delivery drivers' vehicle expenses.”) (citations and internal quotation marks omitted).

those records.” *Id.* at 687. When, however, an employer fails to keep all such records, “[t]he solution...is not to penalize the employee by denying him any recovery on the ground that he is unable to prove the precise extent of uncompensated work.” *Id.* After all, to do so “would place a premium on an employer's failure to keep proper records in conformity with his statutory duty” and “would allow the employer to keep the benefits of an employee's labors without paying due compensation.” *Id.* As a result, the Court held “that an employee has carried out his burden if he...produces sufficient evidence to show the amount and extent of [his damages] as a matter of just and reasonable inference.” *Id.*

Massachusetts courts have adopted this same principle. Indeed, the Appeals Court reaffirmed it recently, stating that courts must “ensure that employees are not ‘penalize[d]’ for their inability ‘to prove the precise extent of uncompensated work’ because of the ‘employer's failure to keep proper records.’” *Donis v. American Waste Services, LLC*, 95 Mass. App. Ct. 317, 329 (2019), *rev'd on other grounds* 484 Mass. 257 (2020), *quoting Mt. Clemens*. *See also Wiedmann v. The Bradford Group, Inc.*, 444 Mass. 698, 704 (2005) (in light of statutory recordkeeping requirements, employers have duty to maintain all documents that bear on a question of wages).

UTS failed to keep any records of transportation expenses, other than the miles reported by its employees. Under the *Mt. Clemens* doctrine, therefore, Mr. Jefferson and the class should be permitted to prove their case through any evidence that estimates the amount of their expenses “as a matter of just and reasonable inference.” 328 U.S. at 687. Using the IRS rate to estimate damages is plainly just and reasonable, and surely more accurate than an estimate based on memory alone or incomplete records.

Indeed, independent of *Mt. Clemens*, Mr. Jefferson and the class will be able to rely on the IRS reimbursement rate pursuant to the bedrock principle that damages “need not be proved with mathematical precision,” because “the extent of damages often must be left to estimate and judgment.” *Coady*, 62 Mass. App. Ct. at 245 (citation and internal quotation marks omitted). As a result, “[e]vidence that enables the jury to arrive at an approximate estimate of damages is sufficient.” *Id.*, citing *Agoos Leather Cos. v. American & Foreign Ins. Co.*, 342 Mass. 603, 608). That principle holds in any case, but it applies with particular force where, as here, a defendant is responsible for a plaintiff’s inability to prove damages with precision. *Id.* at 245-46, citing *Augat, Inc. v. Aegis, Inc.*, 417 Mass. 484, 491 (“the defendants should not be permitted to escape the consequences of their wrongful conduct that caused harm to the plaintiffs if some reasonable damages calculation can be made”) and *Our Lady of the Sea Corp. v. Borges*, 40 Mass. App. Ct. 484, 488 (1996) (“A tortfeasor may not complain that damages cannot be ascertained with precision when his wrongdoing caused the uncertainty”). UTS failed to require the submission or maintenance of expense records, while also leading its employees to believe that there was no reason to keep such records (by reimbursing them on a mileage basis), so it cannot complain about employees using an alternative method to estimate their transportation expenses.

The only issue that will need to be resolved on an individual basis in this case relates to the specific amount of damages owed to each member of the class, which will vary based only on how many miles they drove for UTS. Those individual determinations will be straightforward and can be done using UTS’s own records. Employees *already* reported their miles on a contemporaneous basis to UTS, and UTS already used those reports when issuing reimbursement payments at the rate of \$0.35 per mile. Indeed, UTS was able to (and is still able to) confirm

those reported miles, and it did so on a “regular basis.” (*See, e.g.*, Deposition of Michael Garland [10] 44:24-45:9, 46:15-23, 58:15-59:8).

In any event, the need to calculate damages or consider defenses on an individual basis is necessary in any wage-and-hour class action and does not preclude class certification. *See Smilow*, 323 F.3d at 40 (“Where, as here, common questions predominate regarding liability, then courts generally find the predominance requirement to be satisfied even if individual damages issues remain.”). This principle was reaffirmed in *Salvas*, another wage case. The allegation there was that local managers were encouraged to and did alter time records to deduct time. Individual managers, however, may have responded differently to pressure from their superiors, so class members may have been affected in different ways. As a result, the trial court decertified the class, ruling that the plaintiffs could not establish predominance where “individual inquiries of each hourly employee would be required to determine whether Wal-Mart was at fault.” 452 Mass. at 361-62. The SJC reversed the decertification and held that the trial court abused its discretion, because evidence of common policies and practices was sufficient to meet the predominance requirement as a matter of law, *even in light of different individual circumstances, including the need to consider individual damages or individual defenses. Id.* at 364-69. The court’s reasoning in *Salvas* applies with equal force here. That is, given the evidence of UTS’s uniform treatment of its employees, it does not matter whether some individualized considerations may be required when calculating each individual’s damages.

C. Typicality

Rule 23(a) provides that class certification is appropriate where the claims of the representative plaintiffs are typical of the claims of the class as a whole. Mass. R. Civ. P. 23(a). Typicality “is established when there is ‘a sufficient relationship...between the injury to the

named plaintiff and the conduct affecting the class,’ and the claims of the named plaintiff and those of the class ‘are based on the same legal theory.’” *Weld*, 434 Mass. at 87 (citation omitted).

Mr. Jefferson worked in Massachusetts during the applicable limitations period and is otherwise typical of the putative class. Indeed, in this case, any employee who worked within the applicable time period and used their personal vehicle to perform their work duties would be typical. *See, e.g., McLaughlin*, 224 F.R.D. at 309-310 (typicality satisfied where plaintiffs “were all employed by the defendant” and their claims arose “out of the same policies and wrongful conduct of the [d]efendant, and [were] based on the same legal theories”); *Key v. Gillette Co.*, 90 F.R.D. 606, 609 (D. Mass. 1981) (““When the named representative’s own claim transcends the individual and implicates a discrete employment practice, the . . . typicality requirements of Fed. R. Civ. P. 23(a) may be satisfied and class treatment may be appropriate.””), *quoting DeGrace v. Rumsfeld*, 614 F.2d 796, 811 (1st Cir. 1980).

D. Adequacy

Rule 23(a) mandates that the “representative parties will fairly and adequately protect the interests of the class.” Mass. R. Civ. P. 23(a). In order to demonstrate adequacy of representation, a named plaintiff “must show first that the interests of the representative party will not conflict with the interests of any of the class members, and second, that counsel chosen by the representative party is qualified, experienced and able to vigorously conduct the proposed litigation.” *Woodruff v. Niles Co., Inc.*, 2007 WL 1537705, at *3 (Mass. Super. Ct. May 9, 2007), *quoting Andrews v. Bechtel Power Corp.*, 780 F.2d 124, 130 (1st Cir. 1985) (internal quotations omitted). Plaintiff satisfies both factors.

First, Mr. Jefferson has no conflict with the rest of the class. He is not seeking to recover money that would come out of the pockets of other class members. Rather, he is pursuing a claim

for unpaid wages that, if successful, would result in a monetary recovery for everyone in the class. That is, his interest in using the IRS reimbursement rate to prove that UTS's reimbursement rate was inadequate is plainly and directly aligned with the interest of the proposed class.

Second, Mr. Jefferson counsel are well qualified to represent the interests of the class. Collectively, Attorney Churchill and Attorney Steffans have extensive experience handling employment law matters, including numerous wage-and-hour class actions. (Affidavit of Stephen Churchill [11]; Affidavit of Benjamin Knox Steffans [12]).

E. Superiority

A class may be certified if it is “superior to other available methods for the fair and efficient adjudication of the controversy.” Mass. R. Civ. P. 23(b). The superiority requirement is designed to ensure, among other things, the “vindication of the rights of groups of people who individually would be without effective strength to bring their opponents to court at all.”

Amchem, 512 U.S. at 617. In this case, a class proceeding is not only the superior option, it is the only option. One key reason that a class action is superior is the need to encourage courageous employees to come forward to enforce the wage laws. Courts have recognized fear of retaliation as one of the factors that make class actions superior to individual lawsuits. Indeed, in *Machado*, the SJC held that the Legislature vested employees with a “substantive right” to pursue class wage claims in order to “allow one or more courageous employees the ability to bring claims on behalf of other employees who are too intimidated by the threat of retaliation and termination to exercise their rights under the Wage Act.” 465 Mass. at 514. *See also Overka*, 265 F.R.D. at 24 (“Courts have considered risk of reprisal by an employer as weighing in favor of certification”); *Mullen v. Treasure Chest Casino*, 186 F.3d 620, 625 (5th Cir. 1999) (“It also reasonably

presumed that those potential class members still employed by [defendant] might be unwilling to sue individually or join a suit for fear of retaliation at their job”). In order to ensure that UTS does not benefit from its employees’ fear of retaliation, it is plainly superior to grant class certification.

Conclusion

For these reasons, Mr. Jefferson respectfully requests that this Court:

- (1) Certify a class that includes all employees during the period December 10, 2017¹⁰ and March 21, 2022¹¹ who used their personal vehicles to perform work duties, or such other classes or sub-classes that the Court deems appropriate;
- (2) Appoint Plaintiff Andrew Jefferson as class representative;
- (3) Appoint Fair Work, P.C. and Steffans Legal PLLC as class counsel; and
- (4) Make such other orders as are just and necessary to protect the interests of the class.

¹⁰ The complaint was filed on March 26, 2021, which ordinarily would make the limitations period reach back to March 26, 2018, but that period is subject to 106 days of tolling based on orders issued by the SJC during the COVID-19 pandemic, making the limitations period reach back to December 10, 2017. *Shaw's Supermarkets, Inc. v. Melendez*, 488 Mass. 338, 342 (2021).

¹¹ As of that date, UTS raised its reimbursement rate to be substantially equal to the IRS rate.

ANDREW JEFFERSON, on behalf of himself
and all others similarly situated
By his attorneys,

/s/ Stephen Churchill

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Dated: July 11, 2022

CERTIFICATE OF CONSULTATION

I certify that I conferred with Defendants' counsel, via telephone, on July 8, 2022 in a good faith attempt to narrow the issue presented by this motion.

Dated: July 11, 2022

/s/ Stephen S. Churchill
Stephen S. Churchill

CERTIFICATE OF SERVICE

I certify that I served a copy of the foregoing document, by electronic mail, on counsel for the Defendant.

Dated: July 11, 2022

/s/ Stephen S. Churchill
Stephen S. Churchill

EXHIBIT 1

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COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX, ss. SUPERIOR COURT DEPARTMENT
CA NO. 2181-cv-00680

ANDREW JEFFERSON, ON BEHALF OF
HIMSELF AND ALL OTHER EMPLOYEES
SIMILARLY SITUATED,

Plaintiff,

vs.

UTS OF MASS, INC.,
WILLIAM P. CRABTREE, AND
STEVEN T. CRABTREE,

Defendants.

REMOTE DEPOSITION of
BRYAN CRABTREE
Wednesday, April 13, 2022
10:00 a.m.

Kimberley J. Bouzan, CSR
VERITEXT

Page 2

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Page 6

1 PROCEEDINGS
2 BRYAN CRABTREE,
3 first having been satisfactorily
4 identified by the production of his driver's
5 license and duly sworn by the Notary Public,
6 testified under oath as follows:
7 MR. CHURCHILL: Anthony, do you want to
8 go ahead and state any stipulation on the record?
9 MR. CALIFANO: I would love to stipulate
10 that all objections except as to form and motions
11 to strike are reserved until the time of trial,
12 if that's okay with you.
13 MR. CHURCHILL: That works.
14 MR. CALIFANO: Thank you.
15 EXAMINATION
16 BY MR. CHURCHILL:
17 Q. Mr. Crabtree, can you please state your
18 full name?
19 A. Bryan Michael Crabtree.
20 Q. What is your residential address?
21 A. 48 Sunset Rock Road in North Andover,
22 Massachusetts 01845.
23 Q. And what is your business address?
24 A. 5 Richardson Lane, Stoneham, Mass. And

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1 I'm sorry, I don't remember the ZIP Code off the
2 top of my head.
3 Q. What's your date of birth?
4 A. August 30, 1982.
5 Q. What's your relationship to
6 Lennon Crabtree?
7 A. He is my cousin.
8 Q. And what's your relationship to
9 Steven Crabtree?
10 A. He is my dad.
11 Q. And what's your relationship to
12 William Crabtree?
13 A. He is my uncle.
14 Q. So Steven and William are brothers?
15 A. Yes, sir.
16 Q. And is Lennon William's son?
17 A. Yes, sir.
18 Q. Thank you.
19 Have you been deposed before?
20 A. Yes, I have.
21 Q. What is the most recent time?
22 A. Approximately a month ago.
23 Q. How many times have you been deposed?
24 A. Only once.

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1 Q. What was the nature of that proceeding?
2 A. Professional liability, I believe.
3 Q. It was not an employment matter?
4 A. No, sir.
5 Q. So this is probably fresh on your mind,
6 but I always like to go over, so we're on the
7 same page, a few ground rules. If I ask a
8 question that you don't understand or you can't
9 hear, then you should ask for clarification.
10 Okay?
11 A. Yes, sir.
12 Q. It's important, because a transcript is
13 being made, that any responses be verbal as
14 opposed to nods or gestures because that may not
15 be accurately reflected on the transcript. All
16 right?
17 A. Understood.
18 Q. Same reason it's important that to the
19 extent possible only one person be speaking at a
20 time. So I would ask that you try to wait until
21 I'm done with my question. That also gives your
22 attorney a chance to object if he wants to, and
23 it also makes sure you understand the question.
24 Likewise, I'll do my best to make sure

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1 you're done with your answer before I ask my next
2 question. Okay?
3 A. Yes, sir.
4 Q. And finally, if you need to take a break
5 for any reason -- to take a call, use the
6 restroom, talk to your attorney -- that's fine.
7 The usual rule we follow is if there's a question
8 pending, you go ahead and answer that and then
9 we'll take a break.
10 A. Yes, sir.
11 Q. What's your educational background
12 starting with high school?
13 A. I graduated high school in 2002 from
14 Tabor Academy, and then graduated from Trinity
15 College in Hartford, Connecticut, in 2006.
16 Q. Any further formal education after that?
17 A. No, sir.
18 Q. What did you major in at Trinity?
19 A. Physics.
20 Q. Do you hold any licenses or
21 certifications?
22 A. Please clarify.
23 Q. Sure. I know you have a driver's license
24 because I just saw it. Other than that, do you

Page 10

1 have any professional licenses or certifications?
2 Engineering licenses? Any other types of
3 professional licenses or certifications?
4 A. So after college I acquired different
5 licenses regarding ACI, concrete technician
6 license, special -- concrete, construction,
7 special inspector license, an ICC fireproofing
8 license. But I'm not sure if they are still
9 active or if they have expired.
10 Q. Okay. You currently work for UTS?
11 A. Yes, sir.
12 Q. When did you first start working there?
13 A. I started working part-time while I was
14 in school. I don't remember how early that was.
15 I became full-time at UTS after I graduated
16 college in 2006.
17 Q. And you've been full-time at UTS from
18 2006 to the present?
19 A. Yes, sir.
20 Q. Have you held any other employment --
21 A. I was going to say. Can I -- can I amend
22 that answer where earlier on in my career I was
23 laid off in the winter a couple of times, you
24 know, from year to year. It hasn't happened in a

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1 long time.
2 So if the layoffs don't count as
3 full-time, then I was laid off a couple of times
4 but consider myself full-time at UTS.
5 Q. Okay. And when you started full-time in
6 2006, what was your position?
7 A. I believe I was a field tech at that
8 time.
9 Q. And when you say "field tech," what do
10 you mean?
11 A. I would do -- I was a -- I believe I was
12 a concrete technician and a soils technician.
13 Q. And I understand this is what you've been
14 doing for many years, but to explain to somebody
15 who's not at UTS, what does that mean in terms of
16 what you do on a day-to-day basis as a soils or a
17 concrete technician?
18 MR. CALIFANO: Objection to form. You
19 can answer.
20 A. We would go out in the field to different
21 construction sites, observe what the contractor
22 is doing in the day. It depends on whether it's
23 soils or concrete. If it's concrete technician,
24 we are observing concrete pours as it's being

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1 poured, running tests in the field, and
2 fabricating samples to -- that will be brought
3 back to the lab to be tested for concrete
4 strength. Possibly other things.
5 Soils technician, watching contractors do
6 earthwork, moving soil -- whether it's excavating
7 or backfilling -- and writing a report on what's
8 happening during that day, as well as taking
9 compaction tests.
10 Q. How long did you work as a field
11 technician?
12 A. I don't fully remember. When I started
13 to move towards the office, I was still going out
14 in the field quite a bit. I believe I started to
15 work in the office a little bit in -- around the
16 year of 2012ish.
17 Q. When you first started working as a field
18 technician back in 2006, did you get reimbursed
19 for your mileage?
20 A. I believe I worked in the field prior to
21 2006. But when I started full-time in 2006, I
22 was there.
23 To clarify, would you mind repeating your
24 question, please?

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1 Q. Yes. As of 2006 when you started working
2 full-time as a field technician, were you
3 reimbursed for your mileage?
4 A. Yes, sir.
5 Q. At what rate?
6 A. I don't fully remember.
7 Q. And you said --
8 A. I --
9 Q. Go ahead.
10 MR. CALIFANO: Go ahead.
11 A. I believe it could have been one of two
12 rates. I just don't know which one exactly it
13 was.
14 BY MR. CHURCHILL:
15 Q. Which of two rates?
16 A. Either 30 cents a mile or 35 cents a
17 mile.
18 Q. And why do you believe it was one of
19 those two rates?
20 A. Because I have -- because those are two
21 rates that I remember being compensated for in my
22 tenure in the field.
23 Q. Okay. And in 2012 you said you started
24 working -- in or around 2012 you started working

Page 14

1 more in the office?
2 A. Yes, sir.
3 Q. And why was that?
4 A. Trying to progress in the company.
5 Q. What's your current position at UTS?
6 A. The titles that I am holding or consider
7 that I hold are head of business development and
8 operations manager.
9 Q. How long have you been serving as the
10 head of business development?
11 A. So we use titles very loosely at UTS. I
12 can't say I was ever formally given that title.
13 At some point myself and the secretaries or other
14 people in the office -- you know, it sounded
15 better than sales and field representative. It
16 was more -- seemed more official.
17 Q. Putting aside what your official title
18 may have been, how long have you been performing
19 the duties of head of business development?
20 A. I would estimate probably two or three
21 years possibly.
22 Q. And how long -- go ahead.
23 A. I'm sorry. I have nothing to add on.
24 It's an estimate.

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1 Q. Okay. And how long have you been
2 performing the duties of operations manager?
3 A. Again, an estimate and something not --
4 never a formal promotion to operations manager.
5 Just, again, saw myself starting to do different
6 things that it seemed like a -- I would say
7 approximately at -- I would say at or around the
8 time of -- kind of the start of COVID, to be
9 honest.
10 Q. So sometime in early 2020?
11 A. Yes. I would estimate around that time.
12 Early 2020.
13 Q. And before you started doing the duties
14 of head of business development and operations
15 manager, what were your duties immediately prior
16 to that?
17 A. They were a lot of similar duties.
18 Q. What, if any, differences were there?
19 A. Sorry. I'm thinking.
20 Could you repeat the question, please?
21 Q. Sure. So if I remember your testimony
22 correctly, you said that you started doing the
23 duties of head of business development about two
24 to three years ago, and you started doing the

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1 duties of operations manager starting around
2 early 2020. So my question is: What -- how were
3 your duties different before you started taking
4 on those responsibilities?
5 A. I would say they were very similar, but I
6 was more proactive or had, you know, possibly
7 more say or more, you know, emphasis on how to
8 fix problems or how to run something or --
9 Q. So you had more authority?
10 MR. CALIFANO: Object to form. You can
11 answer if you understand.
12 A. Within reason, yes. I guess you could
13 say more authority.
14 BY MR. CHURCHILL:
15 Q. And when you say that your duties
16 currently include head of business development,
17 what does that entail?
18 A. Again, there's no specific duties that go
19 along with head of business development. I guess
20 weighing in on setting -- trying to, like, set
21 pricing. Where we want to price different
22 services to our clients, generate different
23 avenues to generate money. Whether it's a new
24 type of testing or inspection that's coming up

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1 and buying equipment that would possibly help us
2 do that.
3 Q. And when you also describe your duties as
4 operations manager, what does that entail?
5 A. A lot of the day-to-day working with
6 employees, solving problems that arise, dealing
7 with issues on different projects. Things along
8 those lines.
9 Q. Who do you currently report to?
10 MR. CALIFANO: Object to form. You can
11 answer.
12 A. I don't know if I would say I officially
13 report to someone, but I work hand in hand with
14 Len Crabtree and Steve Crabtree where they are
15 partners with me in making a lot of decisions.
16 One could say -- I don't want to be tongue in
17 cheek, but report to everyone. I'm -- get a lot
18 of feedback and give a lot of feedback.
19 BY MR. CHURCHILL:
20 Q. What is Lennon's current role in the
21 company?
22 A. I believe his title is director of
23 technical services and EIT.
24 Q. What does he do?

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1 A. He does a lot of licensing. You know,
2 making sure the lab is running accordingly, keeps
3 track of calibrations and things of that like.
4 He also does a -- he is also out in the field
5 still with being an EIT and a firestopping
6 inspector.
7 Q. And what is Steven's current role in the
8 company?
9 A. Steven's current role is the vice
10 president still and I would say salesperson.
11 Q. Okay. What does he do in those
12 positions?
13 A. I mean, with sales he's -- you know, it's
14 self-explanatory with the sales. He calls a lot
15 of clients. He has a good clientele that
16 procures work for us, and he's very instrumental
17 in the advisory role and with his experience that
18 he's had with the company and he continues to
19 help/co-manage with me and Lenny.
20 Q. And what is William Crabtree's current
21 role in the company?
22 A. He is the president still.
23 Q. And what does he do in that role
24 currently?

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1 A. He still does sales, but at this time he
2 is -- his role is starting to dial back a little
3 bit.
4 Q. Okay. So William is not as involved in
5 the day-to-day operations of the company. Is
6 that fair to say?
7 A. That is fair to say.
8 Q. And how long has that been the case?
9 A. It's hard to say. I guess I would
10 estimate kind of -- he's been dialing back since
11 possibly -- probably beginning of 2020 as well.
12 With COVID and everything, Lenny and I really
13 tried to step up and take on more burden within
14 the company.
15 Q. Other than you, Steven, Lenny, and
16 William, who else is involved in the management
17 of the company as a whole?
18 MR. CALIFANO: Object to form. You can
19 answer.
20 A. Joanne Hyde. She's our controller. She
21 will weigh in on matters. Mike Garland. He's
22 our QC, quality control. His focus is more in
23 concrete and masonry, but I would also consider
24 him more of a general QC manager where he helps

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1 us with different things. Beyond just
2 concrete/masonry, he has knowledge of soils as
3 well.
4 Charlie McAnespie, who is our dispatcher
5 and has been with the company as long as I can
6 remember. Chuck Fraser will help weigh in on
7 certain elements as well, who is another
8 salesperson that is with the company.
9 BY MR. CHURCHILL:
10 Q. Let me share my screen and pull up a
11 document for us to look at. Do you see the org
12 chart?
13 MR. CALIFANO: We don't. It loaded
14 partially, Steve, and then kind of split screen.
15 MR. CHURCHILL: There we go.
16 MR. CALIFANO: There it is.
17 BY MR. CHURCHILL:
18 Q. So just for the record, this is -- as you
19 can see, it's a PDF. And so you can see at the
20 top there's three pages there. You probably know
21 this, Mr. Crabtree, but just so we're on the same
22 page, these numbers at the bottom are numbers
23 that lawyers put on documents so we can all keep
24 track of what we gave each other.

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1 So this indicates these are documents
2 from UTS, and the number is just a serial number
3 we put on there to keep track. So these three
4 pages are UTS123, 124 and 125. Do you see that?
5 A. Yes, sir.
6 Q. Have you seen these charts before?
7 A. Something similar, but I can't say I've
8 seen this one exactly.
9 Q. Okay. Why don't we go ahead and we'll
10 designate this as Exhibit 1.
11 (Exhibit No. 1 marked for
12 identification.)
13 BY MR. CHURCHILL:
14 Q. Who prepares these charts?
15 A. I would believe one of the secretaries
16 would prepare this chart or possibly Joanne Hyde,
17 but I do not know who would have prepared this
18 chart.
19 Q. Who performs the human resources function
20 at UTS?
21 MR. CALIFANO: Object to form. You can
22 answer if you understand.
23 A. I believe Joanne Hyde handles the
24 majority of our human resources.

Page 22

1 BY MR. CHURCHILL:
2 Q. Do you currently have any employees who
3 report directly to you?
4 A. Could you repeat the question, please?
5 Q. Sure. Do you have any employees who
6 report directly to you?
7 A. Not in a formal way, but I'm in close
8 contact with some employees, yes, that --
9 Mike Garland, Graham Ingallina, Steve Alikonis,
10 but they don't report formally directly right to
11 me.
12 Q. Looking at the first page of what we've
13 designated as Exhibit 1, if you look over to the
14 left -- bottom left, there's a box that begins
15 with Andrea Flaherty. Do you see that?
16 A. Yes, sir.
17 MR. CALIFANO: Can you read everything on
18 that page okay, Bryan?
19 THE WITNESS: Within reason. I believe
20 so.
21 MR. CALIFANO: That's better.
22 BY MR. CHURCHILL:
23 Q. So the employees who are listed under
24 that box, what position do those employees hold?

Page 23

1 A. They are primarily steel inspectors.
2 Q. Okay. And if we go to the next box over
3 to the right, the first name in that box is
4 John Andrews. Do you see that?
5 A. Yes, sir.
6 Q. And what position do these employees
7 hold?
8 A. I would classify them as either field
9 technicians or inspectors, depending, you know,
10 on the person that's in -- each one has a
11 different kind of -- each one is a little
12 different, is what I would have to say. But I
13 would classify them as either field techs or
14 inspectors.
15 Mike Garland -- I'm looking at
16 Mike Garland's name, and he can be in the field.
17 But he also, like I said, is a -- our QC manager.
18 Q. What's the distinction between a field
19 tech and an inspector?
20 A. I use -- they are somewhat -- I believe
21 they can somewhat -- well, they're sometimes
22 used -- whether correct or incorrect, they
23 sometimes get used interchangeably, but I say
24 inspector for some of the people that generally

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1 focus in steel because they're usually doing more
2 visual inspections as opposed to testing on-site.
3 Q. And when they're doing visual
4 inspections, that's out at a site?
5 A. Yes, sir, typically.
6 Q. Okay. And then the next box over, in the
7 middle again, the first name there is
8 John Andrews. What position do these employees
9 hold?
10 A. Following the flowchart, soils
11 technicians and -- as well as other things
12 where -- I see Len Crabtree in there again.
13 Mike Garland in there again. People that would
14 be used for a soil project.
15 Q. If we were going to generalize -- and you
16 can tell me if this is a fair characterization or
17 not, but does this box represent the soils team?
18 A. Yes. People that we would use for soils
19 inspections.
20 Q. Okay. And then if we go over to the box
21 on the bottom right, the first name there is,
22 again, Jay Andrews. And what position do these
23 employees hold in this box?
24 A. Again, primarily concrete technicians.

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1 But also I see, again, names that are in there
2 that will still do concrete technician work but
3 also can handle other work as well.
4 Q. And we see here on this particular
5 version of the org chart that you're listed here
6 in a box that says "Business Development."
7 A. Yes, sir.
8 Q. And if we go to the next page, this is
9 the flowchart for -- as of October 2018. Do you
10 see that?
11 A. Yes, sir.
12 Q. And here, again, it has you in the box
13 for business development. Do you see that?
14 A. Yes, sir.
15 Q. And then it also has you in the box
16 underneath for Concrete Field QC. Do you see
17 that?
18 A. Yes, sir.
19 Q. And what do these -- what were you
20 performing at that time with respect to concrete
21 field QC?
22 A. Reviewing field and break reports.
23 Q. Field and what reports?
24 A. Concrete cylinder break reports.

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1 Q. And if we go to the third page, which is
2 the flowchart for December 2020, again, your name
3 is in the business development box. Do you see
4 that?
5 A. Yes, sir.
6 Q. And also in the box for concrete field
7 QC. Do you see that?
8 A. Yes, sir.
9 Q. When did you start performing any type of
10 managerial role at UTS?
11 MR. CALIFANO: Object to form. You can
12 answer if you understand.
13 A. Could you repeat the question, please?
14 BY MR. CHURCHILL:
15 Q. Sure. When did you start performing any
16 type of managerial role or duty at UTS?
17 MR. CALIFANO: Object to form. You can
18 answer if you understand.
19 A. I don't fully remember. When exactly I
20 started managing? I would always, you know, try
21 and weigh in on things as much as possible, but I
22 don't have a clear date for you when I really
23 was, you know, considered to be a full manager.
24 That's my answer.

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1 BY MR. CHURCHILL:
2 Q. And regardless of the date or year, when
3 you first started doing any managerial duties,
4 what were the first managerial duties that you
5 took on?
6 MR. CALIFANO: Object to form. You can
7 answer.
8 A. Weighing in on day-to-day operations.
9 You know, weighing in on how technicians are
10 doing things in the field. Reviewing reports.
11 Helping out with issues when they arose.
12 BY MR. CHURCHILL:
13 Q. And did you first start taking on those
14 duties more than five years ago?
15 A. Yes. I would think that's fair to
16 assume.
17 Q. Let me show you another document. So as
18 you can see at the top, this is a 38-page
19 document. The first page is titled "Quality
20 Systems Manual." It's dated December 16, 2020,
21 and it's labeled UTS126 through UTS163. Do you
22 see that?
23 A. Yes, sir.
24 Q. Do you recognize this document?

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1 A. I'm not very -- I can't say I'm familiar
2 with it.
3 Q. Okay. Since I've showed it to you, why
4 don't we go ahead and designate it as Exhibit 2.
5 (Exhibit No. 2 marked for
6 identification.)
7 BY MR. CHURCHILL:
8 Q. Let me show you the next document, which
9 is a one-page document entitled "UTS Safety
10 Policies and Procedures," and it's labeled
11 UTS187. Do you see this?
12 A. Yes, sir.
13 Q. Do you recognize this document?
14 A. So can I go back and say I may not be
15 familiar with it, but I believe this is something
16 that we hand to -- give to new hires upon their
17 hire.
18 Q. Have you had any involvement in the
19 preparation or revision of this document?
20 A. Possibly, but I don't think so.
21 Q. If we look at the section where it says
22 "Safety Checks," do you see that?
23 A. Yes, sir.
24 Q. And it says:

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1 "A UTS representative will make on-site
2 safety checks on each employee without prior
3 notice multiple times a year."
4 Do you see that?
5 A. Yes, sir.
6 Q. And does that happen?
7 A. I can't say if that definitely happens.
8 Q. Why don't we go ahead and mark this as --
9 designate this as Exhibit 3.
10 (Exhibit No. 3 marked for
11 identification.)
12 BY MR. CHURCHILL:
13 Q. The next document I'm showing you is an
14 11-page document titled "Employment Policies and
15 Procedures." This document is dated
16 January 15, 2018, and it's labeled UTS174 through
17 UTS184. Do you recognize this document?
18 A. Yes, sir, I do.
19 Q. And what is it?
20 A. What it says up top. Our employee
21 policies and procedures from the year 2018, it
22 looks like.
23 Q. Why don't we go ahead and mark this as
24 Exhibit 4.

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1 (Exhibit No. 4 marked for
2 identification.)
3 BY MR. CHURCHILL:
4 Q. Have you had any involvement in the
5 preparation or revision of UTS's employment
6 policies and procedures?
7 A. Yes, sir.
8 Q. And what has your involvement been in
9 that regard?
10 A. I've been part of reviewing annually and
11 revising for some time now.
12 Q. Okay. What's your best estimate of when
13 you first started your involvement in terms of
14 reviewing and revising the employment policies
15 and procedures?
16 A. I'm not 100 percent sure, but I would
17 think possibly as early as 2017 or maybe 2016. I
18 don't know exactly.
19 Q. And who else -- during the time that you
20 have been involved, who else has been involved in
21 the process of reviewing and revising the
22 employment policies and procedures?
23 A. Earlier on when I was starting to help
24 with this, primarily, myself, Mike Garland,

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1 Steve Crabtree, and possibly Joanne Hyde. As of
2 recent, I believe Len Crabtree has helped us as
3 well.
4 Q. Other than those individuals that you
5 just identified, has anybody else been involved
6 with you in terms of reviewing and revising these
7 policies and procedures?
8 A. Not formally, I don't believe, but
9 different employees, whether it's Chuck Fraser or
10 Charlie McAnespie, would weigh in, you know,
11 during a year or something, on something that we
12 should consider.
13 Q. Anybody else?
14 A. My door is always open for suggestion,
15 and I hear -- get feedback from everyone and
16 anyone that wants to give it, to be honest with
17 you. So it could have been -- you know, trying
18 to be all ears for anyone that comes to the
19 office.
20 Q. Who has final approval authority in terms
21 of the final policies and procedures?
22 MR. CALIFANO: Object to form. You can
23 answer.
24 A. In the past, I would say Steve, but more

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1 Lenny and myself at this time.
2 BY MR. CHURCHILL:
3 Q. And when did that change happen?
4 A. I would estimate over the past year or
5 two.
6 Q. And why did that change happen?
7 A. Our fathers are getting older and
8 they're -- you know, I believe have their eyes on
9 possible retirement sometime. We're trying to
10 take on more responsibility in hopes to take over
11 the -- to eventually take over the company.
12 Q. Are the employment policies and
13 procedures revised on an annual basis?
14 A. Could you repeat the question? I didn't
15 fully --
16 Q. Yes. Are the employment policies and
17 procedures, like the document we're looking at,
18 Exhibit 4, are those revised on an annual basis?
19 A. Yes. They have been since I was -- as
20 far as I know.
21 Q. Okay.
22 A. I can't speak to what happened before I
23 started reviewing them annually.
24 Q. I want to go through and quickly mark the

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1 subsequent versions. So the next document here
2 is the Employment Policies and Procedures dated
3 January 21, 2019, which run from UTS164 to
4 UTS173. Do you recognize this document?
5 A. Yes, sir.
6 Q. And why don't we go ahead and mark this
7 as Exhibit 5.
8 (Exhibit No. 5 marked for
9 identification.)
10 BY MR. CHURCHILL:
11 Q. And I'm now showing you the Employment
12 Policies and Procedures dated January 20, 2020,
13 and this document is labeled UTS189 to UTS199.
14 Do you recognize this document?
15 A. Yes, sir.
16 Q. And this is the version as of
17 January 20, 2020?
18 A. It seems to be correct.
19 Q. We'll mark that as Exhibit 6.
20 (Exhibit No. 6 marked for
21 identification.)
22 BY MR. CHURCHILL:
23 Q. I'm showing you now the Employment
24 Policies and Procedures dated March 15, 2021.

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1 This goes from UTS200 to UTS210. Do you
2 recognize this as the version in effect as of
3 March 15, 2021?
4 A. It seems that way.
5 Q. All right. And we'll mark that as
6 Exhibit 7.
7 (Exhibit No. 7 marked for
8 identification.)
9 BY MR. CHURCHILL:
10 Q. And then finally, what's titled
11 "Employment Policies and Procedures," dated
12 March 8, 2022, and this goes from UTS2191 to
13 UTS2201. Do you recognize this as the version
14 that is in effect as of March 8, 2022?
15 A. Again, yes, it seems correct.
16 Q. We'll mark that as Exhibit 8.
17 (Exhibit No. 8 marked for
18 identification.)
19 BY MR. CHURCHILL:
20 Q. Do you have any standing meetings that
21 you attend? Like meetings on a weekly basis?
22 Monthly basis? Quarterly basis? Anything along
23 those lines?
24 MR. CALIFANO: Object to form. You can

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1 answer if you understand.
2 A. Regarding what?
3 BY MR. CHURCHILL:
4 Q. Anything.
5 A. I guess could you repeat the question,
6 please?
7 Q. Yes. So do you attend any regularly
8 scheduled meetings? Weekly meetings? Quarterly
9 meetings? Anything like that?
10 MR. CALIFANO: Object to form. You can
11 answer.
12 BY MR. CHURCHILL:
13 Q. Are you thinking or waiting? I wasn't
14 sure.
15 A. I'm thinking.
16 Q. Okay.
17 A. It's hard to say. I feel like I'm in
18 meetings all the time. Just -- I would say yes.
19 There are different meetings held at the office
20 or I -- I'm having a hard time answering your
21 question.
22 Q. In some companies it's common for
23 managers to go to a weekly managers meeting or
24 quarterly managers meeting. That's what I'm

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1 asking. If there's any regularly scheduled
2 meetings that you attend?
3 A. So recently we've started bi-monthly
4 meetings with their department and their head of
5 department, whether it's steel, soils, or
6 concrete. Like I said, we're trying to do those
7 bi-monthly.
8 We try and have -- we're not always
9 successful, but we try and have meetings after
10 what we call turnover with office staff, whether
11 it happens every other turnover or one every
12 three. When I say "turnover," it's in regards to
13 closing billing and turning over, like, reports
14 and billing.
15 Q. When you've been involved in the process
16 for revising the employment policies and
17 procedures, can you describe how that process
18 goes? Is it done via a series of meetings? Is
19 it one meeting where it happens?
20 MR. CALIFANO: Object to form. You can
21 answer.
22 A. Can you repeat the question, please?
23 BY MR. CHURCHILL:
24 Q. Yes. So when you go through the annual

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1 process of reviewing and revising the employment
2 policies and procedures, describe for me how that
3 process goes.
4 A. We try and take notes or -- we try and
5 take notes throughout the year if something comes
6 up. And then for the time when we're actually
7 revising -- like reviewing and revising the
8 policies, procedures, I would say there's
9 multiple meetings of -- whether it's -- there's
10 multiple meetings in regards to it.
11 Q. Okay. And is there one person who's
12 currently in charge for managing that process?
13 A. I would say as of recent, I'm the person
14 who's spearheading the meetings.
15 Q. And before you started doing that, who
16 was responsible for managing that process?
17 MR. CALIFANO: Object to form. You can
18 answer.
19 A. I'm not 100 percent sure.
20 BY MR. CHURCHILL:
21 Q. And for which revision or revisions were
22 you responsible for managing that process? I
23 take it for this most recent one, March 8, 2022.
24 MR. CALIFANO: Object to form. You can

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1 answer.
2 A. Can you repeat the question?
3 BY MR. CHURCHILL:
4 Q. When you said that you recently became
5 the one who's principally responsible for
6 managing the revision to the employment policies
7 and procedures, I'm asking when did you start
8 doing that? For which version of the manual?
9 MR. CALIFANO: Objection.
10 A. I would estimate it's become more my
11 responsibility to make sure it gets reviewed and
12 revised annually. As I said earlier, possibly
13 around the last five years or so.
14 BY MR. CHURCHILL:
15 Q. You had mentioned earlier that one of the
16 roles that you -- one the duties you perform as
17 head of business development is to look at
18 pricing strategies; is that right?
19 A. Yes, sir.
20 Q. So in terms of the structure of how UTS's
21 clients pay, are they billed on an hourly and
22 material basis or is it a flat fee? What's the
23 structure in terms of how UTS's clients get
24 billed or invoiced?

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1 A. Primarily there's two different ways.
2 Either on a half-day/full-day basis or on an
3 hourly basis.
4 Q. Okay. And so if it's on an hourly basis,
5 does that mean that the client will get billed or
6 invoiced based on the number of hours that a, for
7 example, field technician was on-site?
8 A. Could you repeat the question again? I'm
9 sorry.
10 Q. Sure. When you say "hourly basis," what
11 do you mean by that?
12 A. That -- I believe what you said the first
13 time is relatively accurate. Where they get
14 billed for the time that they -- that our
15 technician or inspector is on-site.
16 Q. All right. Go ahead.
17 A. They're -- that's the basis on how we
18 would bill an hourly project.
19 Q. And are they -- when they're being billed
20 on an hourly basis, are they also billed for any
21 materials?
22 A. I don't believe they're billed directly
23 for materials.
24 Q. Are they billed for the miles that a

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1 field technician would drive to get on-site?
2 A. No, they're not. I don't believe.
3 Q. And when clients are billed on a half-day
4 or full-day basis, how does that work?
5 A. It's my understanding that if an
6 inspector is on a jobsite for less than
7 4 1/2 hours -- 4 1/2 hours or less, they will be
8 billed a half day. If they go over -- if they're
9 on-site longer than 4 1/2 hours, they will be
10 billed for a full day.
11 Q. Okay. And when you said a moment ago
12 that you're not -- you don't believe that clients
13 are billed for mileage driven by field
14 technicians, do you know that for certain one way
15 or the other?
16 A. We do not bill directly for mileage, is
17 my understanding.
18 Q. Who performs the billing function at UTS?
19 A. Who performs the billing function is the
20 question?
21 Q. Yes.
22 A. It's kind of done through a team of
23 people to make sure that reports are getting --
24 inspector's time is getting billed correctly.

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1 Q. Do you have any involvement in the
2 billing process in terms of bills that are
3 reviewing -- for example, bills that are sent out
4 to clients?
5 A. No, not in the form of reviewing. If a
6 client calls to complain about a bill, miss-bill,
7 at that time I would get involved to try and help
8 with the situation.
9 Q. And who actually sends out the bills?
10 A. I believe it's an automated process.
11 Q. And who runs that process?
12 MR. CALIFANO: Object to form. You can
13 answer.
14 A. Again, it's done through a team of
15 secretaries, but -- are you looking for who
16 presses the final -- I'm not sure exactly. Like
17 I said, it's a team. Can you clarify that?
18 BY MR. CHURCHILL:
19 Q. Sure. Who manages that process?
20 MR. CALIFANO: Object to form. You can
21 answer.
22 A. There's not a direct manager of it. I
23 guess our billing department consists of four
24 secretaries, and if I had to put a name on kind

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1 of who oversees or -- I would say either
2 Donna Leone, who is kind of considered the
3 manager of the office that does that, or Jean
4 Crabtree, who does a lot of special billing.
5 Q. Did you say Jean Crabtree?
6 A. Yes, sir.
7 Q. Is that a man or a woman?
8 A. It's a woman.
9 Q. And what's her relationship to the other
10 Crabtrees?
11 A. She is my mother and Steve's wife.
12 Q. Let me show you the next document. This
13 is a one-page document labeled UTS481. Why don't
14 we go ahead and mark this as Exhibit 9.
15 (Exhibit No. 9 marked for
16 identification.)
17 **BY MR. CHURCHILL:**
18 Q. Do you recognize this form? What I'm
19 asking is not this filled-out version of the
20 form. I'm asking if you recognize the form
21 generally.
22 A. Yes. I recognize what is in front of me.
23 Q. And what is it?
24 A. Andrew Jefferson's take on a timecard.

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1 Q. Is there a form that UTS uses for
2 timecards?
3 A. Yes.
4 Q. Is this the form that's used?
5 A. Not the exact one, no.
6 Q. How is this different from the form that
7 UTS uses?
8 A. It's hard to say. It's similar. Just --
9 it's, you know, the size of boxes or, you know,
10 the block off with the name. The block off with
11 the date. It's very similar. It's just not the
12 exact one that UTS has handed out in the past.
13 The one UTS hands -- you know, would -- the UTS
14 one would typically be on a piece of paper that
15 would then be written on.
16 This is something that I believe was
17 generated by Andrew to mimic UTS's -- to portray
18 the same information.
19 Q. And does this version of the timecard
20 contain the same information as what would be
21 contained on UTS's form?
22 A. For the most part, yes. UTS's form does
23 not have the block below that this has in terms
24 of total sick hours or total sick time hours. I

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1 don't believe we have a direct box for parking
2 expenses. It would go in a -- regular expenses.
3 Where Andrew typed in mileage expenses, I think
4 ours is just expenses, and people write in
5 accordingly. Certain minute differences like
6 that.
7 Q. Did you have occasion to review
8 Mr. Jefferson's timecards when he was working
9 there?
10 A. Yes, I did.
11 Q. Did you ever object to the fact that he
12 was using the form that was different than UTS's
13 form?
14 A. No, I did not. What he is -- what
15 this -- you know, the form itself is sufficient.
16 Q. And what was the practice in terms of how
17 often employees were required to fill out a
18 timecard like this?
19 A. We ask that employees fill out their
20 timecard weekly.
21 Q. And who is it submitted to?
22 A. Ultimately, they would end up with
23 Mike Garland for review.
24 Q. And --

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1 A. Typically, for Andrew's case, it would be
2 typically Mike Garland for review.
3 Q. And for what purpose was Mr. Garland
4 reviewing the timecards?
5 A. For accuracy sake. I would say for
6 accuracy sake across the board.
7 Q. Okay. And so for all field technicians,
8 were there some that were reviewed by somebody
9 other than Mr. Garland?
10 A. At this time our steel department
11 timecards are reviewed by T. J., the
12 dispatcher -- steel dispatcher.
13 Q. That's T. J. Crabtree?
14 A. Yes, sir.
15 Q. And what's his relation to your family?
16 A. He is my cousin.
17 Q. Is he Lennon's brother?
18 A. Half brother.
19 Q. Who's T. J.'s father?
20 A. Bill Crabtree or William.
21 Q. And after the timecards get reviewed,
22 what happens with them?
23 A. I believe they get sent or given to
24 Joanne Hyde so they can be turned in for

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1 compensation or payment.
2 Q. So are the timecards used to determine
3 employees' pay?
4 A. Can you repeat the question, please?
5 Q. Yes. Are the timecards used to determine
6 the pay that an employee is going to receive?
7 A. The hours worked that result in pay and
8 mileage, yes.
9 Q. And are they also used to determine the
10 amounts that are going to be billed to a client?
11 A. No, sir.
12 Q. Where does that -- how does UTS know what
13 amount is going to be billed to a client?
14 A. The time should be stated on the report
15 that's submitted.
16 Q. Okay. And then after a timecard like
17 this goes to Joanne so she can determine pay,
18 what happens with the timecard?
19 A. I believe it gets filed.
20 Q. I'm showing you the next document, which
21 is a one-page document labeled UTS490. Do you
22 recognize this document?
23 A. Not particularly, but I understand what
24 it is.

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1 Q. You see it's labeled --
2 A. I have an idea what it is.
3 Q. Okay. And do you see this particular one
4 is labeled "Earthwork Field Report"? Do you see
5 that?
6 A. Yes, sir.
7 Q. And are field technicians required to
8 prepare a field report based on the work they do
9 each day?
10 A. Yes. You should be -- depending on the
11 scope of the inspection or discipline of the
12 inspection, yes, a report is -- should be
13 generated for any field visit.
14 Q. And is this the document that is used to
15 then determine what's going to be billed to the
16 client?
17 A. In Andrew Jefferson's case, yes.
18 Q. When field reports were submitted by
19 field technicians, who were they given to?
20 A. They're either passed in at a
21 technician's given office or they're submitted
22 through e-mail, for the most part. Some -- we
23 still have some technicians that fax reports into
24 our office.

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1 Q. When they come into the office, however
2 they come in, via fax or e-mail or in hand, who
3 reviews them?
4 A. It depends on the -- depends on the field
5 that it's in.
6 Q. So for concrete field technicians, who
7 reviews the reports?
8 A. Initially, Charlie McAnespie would review
9 them while inventorying them. And then I would
10 say myself and Mike Garland review concrete
11 reports as well.
12 Q. Do you review them on a daily basis?
13 Weekly basis? What frequency?
14 A. A daily basis.
15 Q. Are clients sent a copy of these reports?
16 A. Not exactly that. Typically, they are
17 entered -- given the report, entered into our
18 system by secretaries and they will see a report
19 more on -- you know, from our reporting system.
20 Q. So the client will see a summary of the
21 report but not the report itself?
22 A. Not exactly. They -- what's in this
23 report should be transposed onto -- or into our
24 system. It's still the same report. It just --

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1 outside of edits, for whatever reason, they are
2 getting the actual report. Just, again, on -- I
3 don't know how else to say it but from our
4 system.
5 Q. Does the client, among other things, see
6 the amount of time reflected on the reports?
7 A. Yes, sir, they should.
8 Q. Showing -- I want to make sure. If I
9 didn't indicate, this field report will be
10 Exhibit 9. It will be Exhibit 9 (sic).
11 BY MR. CHURCHILL:
12 Q. Next, showing you --
13 MR. CALIFANO: Steve, I had No. 9 as the
14 timecard.
15 MR. CHURCHILL: You're right. It was --
16 thank you. It was No. 9. So the field report
17 will be 10.
18 (Exhibit No. 10 marked for
19 identification.)
20 THE WITNESS: Would it be all right if we
21 can take a break soon?
22 MR. CHURCHILL: Of course. We can do it
23 right now.
24 (Recess taken at 11:21 a.m.)

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1 (Deposition resumed at 11:29 a.m.)
2 BY MR. CHURCHILL:
3 Q. I'm showing you another document, which
4 we'll label as Exhibit 11.
5 (Exhibit No. 11 marked for
6 identification.)
7 BY MR. CHURCHILL:
8 Q. This is a one-page document that is
9 labeled UTS443 and appears to be an e-mail from
10 you to Andrew Jefferson on July 22, 2019. Do you
11 recognize this?
12 A. Yes.
13 Q. And it looks like an e-mail from you to
14 Mr. Jefferson asking that he submit a number of
15 missing reports; is that right?
16 A. Yes.
17 Q. And how did you know that he was missing
18 these reports?
19 A. I reviewed his timecard and -- I'm not
20 sure exactly how I knew we were missing the
21 reports at the time or how it was brought to my
22 attention, but -- because I'm not exactly sure
23 how I knew we were missing the reports for this
24 particular e-mail.

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1 Q. And in the paragraph at the bottom it
2 says:
3 "Please send to Mary at general office."
4 Do you see that?
5 A. Yes.
6 Q. Who is Mary?
7 A. Mary Sullivan.
8 Q. What was her role at the time?
9 A. I'm not sure at the time whether she
10 was -- she was definitely a secretary at the
11 time. Whether or not we made her the manager of
12 her office at this time -- at some point we made
13 Mary the manager of her office at -- you know,
14 manager of the secretaries in her office.
15 Q. Showing you the next document, this is a
16 one-page document entitled "Inspector Warning
17 Notice." This is labeled UTS186. Do you
18 recognize this document?
19 A. Yes.
20 Q. Why don't we go ahead and mark this as
21 Exhibit 12.
22 (Exhibit No. 12 marked for
23 identification.)
24

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1 BY MR. CHURCHILL:
2 Q. What is this?
3 A. A formal warning notice to an employee.
4 Q. And this one is going to -- was issued to
5 Andrew Jefferson; right?
6 A. Yes, sir.
7 Q. Where it says "UTS manager" at the bottom
8 left, do you recognize that signature?
9 A. I believe so.
10 Q. Whose is it?
11 A. Mike Garland, I believe.
12 Q. And then to the right, above the line
13 where it says "UTS inspector," do you recognize
14 that signature?
15 A. I have an idea.
16 Q. I'm asking if you recognize it or not.
17 A. I guess I -- the answer to that question
18 is no. I don't know the signature.
19 Q. Okay. And how about the signature
20 underneath where it says "UTS inspector"? Do you
21 recognize that?
22 A. Yes. I know that signature.
23 Q. Is that your signature?
24 A. Yes, sir.

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1 Q. Was this form, this inspector warning
2 notice, used for various types of warnings?
3 A. In general, yes.
4 Q. Were there other forms that UTS used for
5 disciplinary actions?
6 A. Not that I can think of.
7 Q. And when an employee received a warning
8 like this, was it put into their personnel file?
9 MR. CALIFANO: Object to form. You can
10 answer if you understand.
11 A. Yes. It is supposed to be.
12 BY MR. CHURCHILL:
13 Q. I'm showing you now a one-page document
14 labeled UTS188. Do you see this?
15 A. Yes, I do.
16 Q. And this is a form that appears to relate
17 to license and vehicle information. Do you see
18 that?
19 A. I do.
20 Q. And is this a form that all field
21 personnel were supposed to complete?
22 A. I don't know.
23 Q. Let's mark this as Exhibit 13.
24

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1 (Exhibit No. 13 marked for
2 identification.)
3 BY MR. CHURCHILL:
4 Q. Did you ever fill out a form like this?
5 A. I don't remember.
6 Q. Have you seen this form before?
7 A. Not to my recollection.
8 Q. Okay. With respect to Mr. Jefferson, did
9 you play any role in terms of hiring him?
10 A. Yes, sir.
11 Q. What role did you play?
12 A. I would say I was the main point of
13 contact with him when recruiting him.
14 Q. Let me show you the next document, which
15 is a two-page document. This is labeled
16 JEFFERSON 143 to JEFFERSON 135, and the first
17 page is an e-mail from you to Mr. Jefferson from
18 August 23, 2018. Do you see that?
19 A. Yes, sir, I do.
20 Q. And if we go below that, on page 2
21 there's the original e-mail from Mr. Jefferson to
22 you from August 21, 2018. Do you see that?
23 A. Yes.
24 Q. And do you see in the middle of his

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1 e-mail to you he poses a series of six questions?
2 A. Yes, sir.
3 Q. And then your e-mail back to him, it
4 looks like you put your responses in red; is that
5 right?
6 A. Correct.
7 Q. So the first question he asked was for
8 mileage.
9 "Do you use the federal standard rate of
10 54.5 cents per mile?"
11 Do you see that?
12 A. Yes, I do.
13 Q. And you said:
14 "No. We give 35 cents per mile. The
15 other 19.5 can be filed through taxes, though."
16 Do you see that?
17 A. Yes, I do.
18 Q. And what did you mean by "the other 19.5
19 can be filed through taxes"?
20 A. That you can claim the difference of what
21 we -- the difference from 35 cents to 54 1/2 can
22 be claimed in your taxes as -- I'm not exactly
23 sure of the exact technical term, but it's what I
24 would do when I was a field tech myself.

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1 Q. So when you were being reimbursed, I
2 think you said before it was at 30 or 35 cents
3 per mile.
4 A. Correct.
5 Q. And so when that happens, you would take
6 a deduction on your tax return for whatever the
7 difference was between that reimbursement amount
8 and the IRS rate?
9 A. I believe so.
10 Q. And so this was as of August 23, 2018.
11 The rate was 35 cents per mile; is that right?
12 A. Could you say that again?
13 Q. Yes. So the date of this e-mail is
14 August 23, 2018; right?
15 A. Yes, sir.
16 Q. And you indicate that the reimbursement
17 rate that UTS provided at that time was 35 cents
18 per mile.
19 A. Correct.
20 Q. And if we go back to -- this is
21 Exhibit 4, which is the Employment Policies and
22 Procedures as of January 15, 2018. And if we go
23 down to page 6, it says under "Expenses, Travel":
24 "UTS will reimburse its field inspectors

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1 for travel mileage at the rate of 35 cents per
2 mile."
3 Do you see that?
4 A. Yes, sir.
5 Q. And when is the last time, prior to
6 January 2018, that the rate had been changed?
7 A. I don't know.
8 Q. When you testified earlier that it was
9 either 30 or 35 cents per mile, did it go at some
10 point from 30 to 35 and then stay at 35?
11 A. Could you say that again, please?
12 Q. Yeah. When you said the rate, during
13 your tenure, was either 30 or 35 cents per
14 mile -- I'm just trying to understand how it
15 changed over time. So did it go at one point
16 from 30 to 35 and then back down to 30, or did it
17 just go from 30 to 35 and then stay at 35?
18 MR. CALIFANO: Object to form. You can
19 answer.
20 A. I believe it went from -- when I first --
21 geez. This is what I --
22 MR. CALIFANO: "I don't know." That's
23 fine, Bryan. You can say you don't know. Don't
24 guess.

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1 BY MR. CHURCHILL:
2 Q. Or you can provide your best memory.
3 A. I guess -- would you mind repeating the
4 question one more time?
5 Q. Right. So you said it was either 30 or
6 35 cents during your tenure at UTS. So my
7 question is: To the best of your memory, did it
8 go at some point from 30 to 35 and then stay at
9 35, or did it go from 30 to 35 and then back down
10 to 30?
11 MR. CALIFANO: Object to form. You can
12 answer.
13 A. I believe at one point it went from 35
14 down to 30, but then was brought back up to 35
15 where it stayed the rest of the way.
16 BY MR. CHURCHILL:
17 Q. Okay.
18 A. I don't mean to say "the rest of the
19 way." It went back up from 30 to 35 and stayed
20 there for a while.
21 Q. And it didn't change until just this
22 year. Is that fair to say?
23 A. That is fair to say. No. I'm sorry.
24 Could you please repeat that?

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1 Q. The rate stayed 35 cents per mile from at
2 least January 2018 up until January 2022 or at
3 least until 2022 at some point?
4 MR. CALIFANO: Objection. You can
5 answer.
6 A. No. I believe it changed in 2021. We
7 made an adjustment.
8 BY MR. CHURCHILL:
9 Q. So going to what we marked as Exhibit 7,
10 this is the version of the employment policies
11 and procedures effective as of March 15, 2021.
12 Do you see that?
13 A. Yes, sir.
14 Q. And if we go down to the sixth page of
15 this document, under "Expenses, Travel," it says:
16 "UTS will reimburse its field inspectors
17 for travel mileage at the rate of 35 cents per
18 mile."
19 Do you see that?
20 A. Yes.
21 Q. And then if we go to Exhibit 8, which is
22 the version of the Employment Policies and
23 Procedures effective as of March 8, 2022, here it
24 says:

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1 "UTS will reimburse its field inspectors
2 for travel mileage at the rate of 48 cents per
3 mile."
4 Do you see that?
5 A. Yes.
6 Q. So when is the first time that UTS
7 increased the rate from 35 cents per mile to a
8 higher rate?
9 A. I believe it was in August of 2021.
10 Q. And how did the rate change at that time?
11 A. It went from 35 cents to 48 cents.
12 Q. And were you involved in that change?
13 A. Yes, sir, I was.
14 Q. Are there any documents that reflect that
15 change?
16 A. I believe there should have been a memo
17 that was sent out to our employees regarding this
18 change.
19 Q. Why was the rate changed at that time?
20 A. Due to multiple factors.
21 Q. What were all the factors?
22 A. Prices and gas. Inflation was really
23 setting in. Concern of rising costs and
24 maintenance with inflation and just general, I

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1 would say. Also just trying to be more
2 competitive with our competition to compensate
3 our employees better to make sure they're happy
4 and not looking to go elsewhere to a competitor.
5 There was a few -- like I said, a few factors
6 that went into it.
7 Q. Were there any other factors besides the
8 ones you just described?
9 A. Sorry. I'm thinking.
10 There could have been. I'm having a hard
11 time remembering.
12 Q. Who else was involved in the decision in
13 or around August 2021 to raise the mileage rates?
14 A. Myself, Len Crabtree, Steve Crabtree,
15 Joanne Hyde, and --
16 THE WITNESS: Can I say counsel or --
17 MR. CALIFANO: No. To the extent that
18 your answer implicates advice from counsel or
19 discussions with counsel, you would leave that
20 out.
21 THE WITNESS: Okay.
22 A. So myself, Len Crabtree, Steve Crabtree,
23 Joanne Hyde.
24

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1 BY MR. CHURCHILL:
2 Q. Why don't we go ahead and label this
3 e-mail as Exhibit 14.
4 (Exhibit No. 14 marked for
5 identification.)
6 BY MR. CHURCHILL:
7 Q. And let me show you -- it's a five-page
8 document. It's labeled UTS2211 through UTS2215.
9 Have you seen this document before?
10 A. Yes, I have.
11 Q. And this is a -- the top page is a letter
12 to all field employees signed by you; is that
13 right?
14 A. Yes, it is.
15 Q. And the first paragraph says:
16 "In light of the continued increases of
17 inflation and, in particular, the increasing cost
18 of gasoline, UTS of Mass., Inc., has elected to
19 temporarily increase the mileage rate from
20 48 cents to 58 cents, effective immediately for
21 the workweek beginning Monday, March 21, 2022."
22 Do you see that?
23 A. Yes, I do.
24 Q. And at the top, the date there,

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1 March 18, 2021, that's a typo; right? It's
2 supposed to be March 18, 2022?
3 A. Correct.
4 Q. And who was involved in the decision --
5 this decision to increase the rate from 48 cents
6 to 58 cents?
7 A. Again, Len Crabtree, Steve Crabtree,
8 Joanne Hyde, and myself.
9 Q. What are the factors that went into the
10 decision to raise the rate at this time?
11 A. Again, when it says increasing costs of
12 gasoline, inflation. Want to be competitive
13 against other employers trying to poach our
14 inspectors or employees, and, you know, not have
15 claims like we're in right now. Bogus lawsuits
16 brought against us.
17 Q. Going back to the employment policies and
18 procedures effective January 21, 2019 -- this is
19 Exhibit 5 -- we see on page 6 that the rate that
20 was effective for this version was 35 cents per
21 mile. Do you see that?
22 A. Yes, I do.
23 Q. And were you involved in the decision at
24 this time, in or around January 2019, to set this

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1 rate?
2 A. I don't believe I was.
3 Q. Who was, if you know?
4 A. I don't want to guess.
5 Q. Okay. If we go to the next version,
6 which is the one dated January 20, 2020. This is
7 Exhibit 6, and the rate here was 35 cents per
8 mile. Do you see that?
9 A. Yes, I do.
10 Q. Were you involved in the decision to set
11 this rate?
12 A. No, I was not.
13 Q. Okay. Do you know who was involved?
14 A. Again, I don't want to guess.
15 Q. The next document is the Employment
16 Policies and Procedures dated March 15, 2021.
17 This is Exhibit 7, and here the rate is also
18 35 cents per mile. Do you see that?
19 A. Yes, I do.
20 Q. Were you involved in the decision to set
21 this rate?
22 A. No, I was not.
23 Q. Who was involved?
24 A. Again, I don't want to guess.

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1 Q. Okay. So you don't know? Is it correct
2 that you don't know?
3 A. I'm thinking.
4 Q. Okay.
5 A. I have an idea but I don't fully -- I --
6 I would be making an assumption if I was to do
7 it.
8 Q. Understanding that, what is your idea
9 about who was involved?
10 A. Could you repeat that, please?
11 Q. Yes. You said that you had an idea of
12 who was involved in terms of setting this rate
13 for the version of the manual in effect as of
14 March 15, 2021. And my question is what is your
15 idea of who was involved?
16 A. I would think it would have been Steve
17 and William Crabtree or Steve and Bill primarily.
18 Q. So it sounds like the first time you were
19 involved in any decision with respect to the
20 reimbursement rate was in August of 2021; is that
21 right?
22 A. Could you repeat that, please?
23 Q. Yes. The first time that you were
24 involved, in terms of setting the reimbursement

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1 rate, was August of 2021?
2 A. Yes. I would say that's accurate.
3 Q. Okay. When you were setting the rate in
4 August of 2021, you understood that the IRS
5 reimbursement rate was higher than 48 cents per
6 mile; is that right?
7 A. Yes, I did.
8 Q. And so why did UTS not use the IRS
9 reimbursement rate?
10 A. We thought that 48 cents was more than
11 sufficient in reimbursement for gas mileage.
12 Q. And how did you come to that conclusion?
13 A. You know, talking amongst Steve, Len,
14 Joanne, and myself.
15 Q. What type of analysis did you do in terms
16 of transportation compensations?
17 MR. CALIFANO: Object to form. You can
18 answer if you understand.
19 A. Just kind of -- from where it was
20 where -- you know, the increase that we were
21 putting forth, you know, multiplying -- you know,
22 the -- you know, however many cents per mile and
23 what that adds up to pretty much and --
24

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1 BY MR. CHURCHILL:
2 Q. Cents per mile in terms of what?
3 A. Well, 48 cents and then multiply it out
4 per gas efficiency. We figured that inspectors
5 would be -- even with the gas at that time
6 probably close to \$4, you were still
7 collecting -- collecting more than you were
8 spending on gas to put away for any, again,
9 maintenance, the expenses that go along with
10 using your vehicle for work.
11 Q. What data did you look at at that time,
12 back in August of 2021?
13 MR. CALIFANO: Object to form. You can
14 answer if you understand.
15 A. I can't list any official data that we
16 were looking at at the time.
17 BY MR. CHURCHILL:
18 Q. Did you look at gas prices?
19 A. Yes, sir. That was taken into account.
20 Q. And what other specific costs did you
21 look at?
22 A. Again, as the letter stated, we were
23 seeing inflation out there, and we thought it was
24 in the best interest for UTS and our employees to

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1 raise it to what we did.
2 Q. And just to be clear, I'm asking about
3 the change that you made back in August of 2021.
4 Did you look at any other specific data besides
5 the cost of gas?
6 MR. CALIFANO: Objection. You can
7 answer.
8 A. To the best of my recollection, not that
9 I can think of.
10 BY MR. CHURCHILL:
11 Q. Okay. Do you have an understanding of
12 how the IRS arrives at its annual mileage
13 reimbursement rates?
14 A. Could you repeat the question, please?
15 Q. Yes. Do you have an understanding of how
16 the IRS arrives at its annual mileage
17 reimbursement rates?
18 A. No, sir.
19 Q. Are you aware of any other studies that
20 are done by any organization about the expenses
21 of operating a car?
22 A. Yes.
23 Q. What are you aware of?
24 A. It's -- I believe the website is listed

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1 in some of the documents, whether it's the
2 interrogatories or our counterclaims.
3 Q. And are you talking about a website that
4 relates to gas mileage?
5 A. Yes, sir.
6 Q. Other than that website, are you aware of
7 any other studies or analyses that are done about
8 the cost of operating a car?
9 A. I don't believe so.
10 Q. Did you do any analysis of depreciation
11 costs?
12 MR. CALIFANO: Object to form. You can
13 answer if you understand the question.
14 A. Would you mind repeating it?
15 BY MR. CHURCHILL:
16 Q. Sure. Did you consider or do any
17 analysis -- did you do any analysis of
18 depreciation costs?
19 MR. CALIFANO: Object to form. You can
20 answer if you understand the question.
21 A. I would say it was considered but no
22 formal analysis was done.
23 BY MR. CHURCHILL:
24 Q. When you say "it was considered," what do

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1 you mean by that?
2 A. That we understand that if you're using
3 your vehicle for work, as you're using it, the
4 vehicle is depreciating in value.
5 Q. And did you look at any data about
6 depreciation?
7 MR. CALIFANO: Object to form. You can
8 answer.
9 A. Not formally.
10 BY MR. CHURCHILL:
11 Q. Did you consider insurance costs?
12 A. I can't say I did.
13 Q. Did you look at any data regarding the
14 cost of repairs and scheduled maintenance?
15 A. Again, it was considered but not --
16 nothing -- didn't look at anything formally.
17 Q. And when you say you didn't look at
18 anything formally, you mean you didn't look at
19 any data?
20 MR. CALIFANO: Objection. You can answer
21 if you understand.
22 A. Correct. I didn't look at any formal
23 data outside of my knowledge for what goes into
24 maintaining a car or vehicle.

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1 BY MR. CHURCHILL:
2 Q. The reimbursement rate that was provided
3 to employees was regardless of the kind of car
4 the employee drove; is that right?
5 A. Yes, sir.
6 Q. And it was the same for all employees; is
7 that right?
8 A. Could you repeat the question, please?
9 Q. Yes. The rate was the same for all
10 employees? The reimbursement rate.
11 A. No.
12 Q. How was it different?
13 A. Some employees drive company vehicles.
14 Q. So in terms of reimbursement for those
15 employees, did they get any reimbursement for
16 mileage?
17 A. For those employees?
18 Q. With respect to those employees. Right.
19 A. I'm not sure which employees you're
20 talking about at this time. I'm sorry.
21 Q. You said some employees drive a company
22 car?
23 A. Correct.
24 Q. And when an employee is driving a company

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1 car, do they get reimbursed for mileage?
2 A. No, they do not.
3 Q. Does UTS keep track of the mileage?
4 A. I'm not exactly sure.
5 Q. Who would know that?
6 A. I don't know.
7 Q. Okay. So with respect to employees who
8 use their own vehicle, the reimbursement rate is
9 the same for all employees; is that right?
10 A. I believe so.
11 Q. And --
12 A. You said the reimbursement rate.
13 Correct?
14 Q. Yes. The mileage reimbursement rate.
15 A. I believe so.
16 Q. And employees are not required to submit
17 any receipts of their transportation expenses; is
18 that correct?
19 A. Could you repeat the question, please?
20 Q. Employees are not required to submit any
21 receipts of their transportation expenses; is
22 that correct?
23 A. No. That's not correct.
24 Q. And why is that not correct?

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1 A. I believe we require them to submit
2 receipts for tolls and parking if they want to be
3 reimbursed for it.
4 Q. Other than receipts for tolls and
5 parking, employees are not required to submit any
6 receipts of their transportation expenses; is
7 that correct?
8 A. I believe that is correct. I'm trying --
9 MR. CALIFANO: Are you done answering,
10 Bryan, or are you still thinking?
11 THE WITNESS: I'm still thinking. Sorry.
12 A. Can you repeat the question? I'm sorry.
13 BY MR. CHURCHILL:
14 Q. Other than receipts for tolls and
15 parking, employees are not required to submit any
16 other receipts for transportation expenses; is
17 that right?
18 A. Not that I can think of outside of, you
19 know, something that is -- they're looking to be
20 reimbursed for, but not that I can think of.
21 Q. You're aware in this case that UTS has
22 brought a counterclaim against Mr. Jefferson; is
23 that right?
24 A. Yes, sir.

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1 Q. Have you seen that counterclaim?
2 A. Yes, I have.
3 Q. Okay. I'm showing you a document. It's
4 27 pages, entitled "Answer to Plaintiff's First
5 Amended Class Action Complaint and Jury Demand
6 and Counterclaim." And then if we go down to
7 page 17, do you see there's a heading that says
8 "Defendant UTS's Counterclaims Against Plaintiff,
9 Andrew Jefferson"? Do you see that?
10 A. Yes, I do.
11 Where is it? Could you repeat it?
12 Q. Yes. So do you see in front of you this
13 is page 17?
14 A. Yes, I do.
15 Q. And we'll mark this document as
16 Exhibit 15 (sic).
17 MR. CALIFANO: I think it's 16, Steve.
18 MR. CHURCHILL: The temporary rate
19 increase was 15; right?
20 MR. CALIFANO: The 3/18/21 letter I have
21 as 15.
22 MR. CHURCHILL: Right.
23 BY MR. CHURCHILL:
24 Q. So the March 18th letter will be

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1 Exhibit 15, and then this copy of the
2 counterclaim will be Exhibit 16.
3 MR. CALIFANO: Okay.
4 (Exhibit No. 16 marked for
5 identification.)
6 BY MR. CHURCHILL:
7 Q. If we go down to the bottom of page 18
8 and look at paragraph 13, it says:
9 "UTS permitted Jefferson to record his
10 mileage from Leominster, Massachusetts, near
11 where he lived, rather than the Stoneham office."
12 Do you see that?
13 A. Yes, I do.
14 Q. Let me now show you a one-page document.
15 This is labeled UTS185. And do you recognize
16 this document?
17 A. Yes.
18 Q. And this is a -- the offer letter to
19 Mr. Jefferson?
20 A. It appears so.
21 Q. Why don't we mark this as Exhibit 17.
22 (Exhibit No. 17 marked for
23 identification.)
24

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1 BY MR. CHURCHILL:
2 Q. And you sent this to Mr. Jefferson;
3 right?
4 A. Yes, sir.
5 Q. And then Mr. Jefferson, it appears that
6 he signed it to accept the offer.
7 A. It seems that way. Correct.
8 Q. And his employment offer indicates "Your
9 home base for travel expenses will be the
10 Leominster Post Office."
11 Do you see that?
12 A. Yes, I do.
13 Q. If we go to page 21 and paragraph 29, it
14 says:
15 "Beginning on or about October 5, 2018,
16 and continuing throughout the subsequent two-year
17 period until at least October 5, 2020, Jefferson
18 routinely and deliberately falsified the amount
19 of his claimed reimbursable mileage in his weekly
20 time sheets he submitted to UTS."
21 Do you see that?
22 A. Number 29 you said?
23 Q. Yes.
24 A. On October 5th -- yes, I do.

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1 Q. If we go to paragraph 31, it says:
2 "Jefferson's mileage inflation was so
3 brazen that during the six-day period between
4 March 16, 2019, and March 21, 2019, UTS's
5 management identified five successive daily time
6 entries in which Jefferson had submitted
7 demonstrable false and inflated mileage amounts."
8 Do you see that?
9 A. Yes, I do.
10 Q. And then in paragraph 32 it says:
11 "Although UTS was able to detect
12 Jefferson's fraudulent overbilling of mileage in
13 those five instances, there were at least dozens
14 of other dates for which Jefferson successfully
15 induced UTS to compensate him for falsely
16 inflated mileage."
17 Do you see that?
18 A. Yes, I do.
19 Q. With respect to this week, March 16,
20 2019, to March 21, 2019, when did UTS's
21 management identify or determine that
22 Mr. Jefferson had inflated his mileage amounts?
23 A. I don't know.
24 Q. Was it back in 2019?

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1 A. I don't want to guess.
2 Q. Was it prior to the time his employment
3 ended?
4 A. I would believe so.
5 Q. To your knowledge, did anyone have any
6 discussions or communications with Mr. Jefferson
7 about this issue? Inflated mileage amounts.
8 A. Could you please repeat the question?
9 Q. Sure. To your knowledge, did anyone at
10 UTS have any communications with Mr. Jefferson
11 during his employment about inflated mileage
12 amounts?
13 A. Yes, I believe so.
14 Q. And who had communications with him?
15 A. I believe that would come from
16 Mike Garland.
17 Q. And how did you learn that Mr. Garland
18 had communications with Mr. Jefferson on this
19 topic?
20 A. Again, I don't fully remember. But if
21 there were, Mike would most likely inform me of
22 what's going on.
23 Q. And do you recall Mr. Garland reporting
24 to you at some point during Mr. Jefferson's

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1 employment that the two of them communicated
2 about inflated mileage amounts?
3 A. I don't fully remember.
4 Q. Do you remember anything about that?
5 A. I remember Mike Garland sharing concerns
6 over the validity and accuracy of Andrew's
7 timecard in terms of hours worked and --
8 definitely hours worked and potentially mileage
9 as well.
10 Q. And how many communications did you have
11 with Mr. Garland about that?
12 A. I don't know for certain.
13 Q. Was it more than one?
14 A. I believe so.
15 Q. And how long prior to the end of
16 Mr. Jefferson's employment were those
17 communications?
18 A. Could you repeat that question, please?
19 Q. Sure. How long prior to -- how much
20 prior to the end of Mr. Jefferson's employment
21 were those communications? Was it, like, a year
22 before he left? A week before he left? Two
23 years before he left?
24 MR. CALIFANO: Object to form. You can

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1 answer.
2 A. I'm not sure.
3 BY MR. CHURCHILL:
4 Q. When Mr. Garland reported that to you,
5 did that -- did it cause you any concern?
6 A. Yes, of course.
7 Q. And what, if any, action did you take?
8 A. I don't remember.
9 Q. Was there any investigation that was
10 conducted?
11 MR. CALIFANO: Object to form. You can
12 answer.
13 A. Not formally.
14 BY MR. CHURCHILL:
15 Q. Was there any informal investigation that
16 was conducted?
17 MR. CALIFANO: Object to form. You can
18 answer.
19 A. I would say not officially.
20 BY MR. CHURCHILL:
21 Q. Was there any unofficial investigation
22 that was conducted?
23 A. What consists of an investigation?
24 Q. Are you asking what the -- what I mean by

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1 "investigation"?
2 A. Yes.
3 Q. Well, if an issue comes to your attention
4 and you look further into it to see what's going
5 on.
6 So there was concerns, you said, that
7 Mr. Garland expressed to you that Mr. Jefferson
8 was -- he had concerns about the accuracy of the
9 hours in Mr. Jefferson's timecards. And my
10 question is was any action -- further action
11 taken to look into that issue?
12 A. So I know one day I was -- I forget
13 exactly where I was, but I think I was down in
14 the Canton area for something, and
15 Andrew Jefferson was supposed to be in a
16 neighboring town on a project. And I figured it
17 would be a good idea to go by, check in, and he
18 was not where he was supposed to be when I got
19 there.
20 The gates were locked up and it looked
21 like the project had been deserted quite a while
22 ago. And sure enough, when we saw his timecard
23 the following week or whenever he passed it in,
24 he said he was on the jobsite when I was there

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1 when, in fact, he was not on the jobsite.
2 Q. If I direct your attention to page 22 of
3 the document here, in paragraphs 42 and 43, it
4 says:
5 "For example, Jefferson claimed in his
6 time entries for September 19, 2019, that he
7 arrived at his first jobsite at 7 a.m. and stayed
8 there until 2:00 p.m."
9 And then paragraph 43:
10 "However, when a UTS representative went
11 to the jobsite during the morning of
12 September 19, 2019, the representative found that
13 Jefferson was not there and learned that
14 Jefferson had left the work site at 9 a.m. Thus,
15 Jefferson falsely reported five more overtime
16 hours then he actually did, which equated to
17 \$225."
18 Do you see that?
19 A. Yes, I do see it.
20 Q. And is that the incident that you were
21 just referring to?
22 A. No, sir.
23 Q. What was the date of the incident that
24 you were referring to?

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1 A. I don't remember the exact date. I would
2 have to look back.
3 Q. And you said you went -- after that
4 incident you went and looked at Mr. Jefferson's
5 timecard to see what he reported for being at the
6 jobsite?
7 A. Yes.
8 Q. And you believed it was inaccurate?
9 A. I know it was inaccurate.
10 Q. Okay. Did you consider that to be a
11 serious problem?
12 A. It was a -- it was definitely a concern.
13 Q. What action did you take?
14 A. I don't fully remember. I don't fully
15 remember and I don't want to guess at this time.
16 I would think that either Michael or I would have
17 reached out and spoken to him about it, but
18 again, I don't want to say we did something that
19 we didn't.
20 Q. So you don't recall what, if anything,
21 you did as a result of that incident?
22 A. Are we still talking about my incident --
23 Q. Yes.
24 A. -- that I had when I went to the jobsite?

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1 Q. Yes.
2 A. I would -- I believe, at a minimum, we
3 knocked a half hour off his timecard. So we did
4 not compensate him for a time that we knew he was
5 not on the jobsite until.
6 Q. Did you talk to Mr. Jefferson about that
7 incident?
8 A. Again, I don't fully remember if Mike or
9 myself talked to him regarding this incident. I
10 would think that one of us did, whether it was
11 informal or not.
12 Q. Was Mr. Jefferson subject to any
13 disciplinary action as a result of that incident?
14 MR. CALIFANO: Object to form. You can
15 answer.
16 A. I don't believe he was subject to formal
17 discipline outside of not being compensated for
18 the time that we knew he was not on the project.
19 BY MR. CHURCHILL:
20 Q. We just looked at paragraphs 42 and 43,
21 which appear to relate to a different incident
22 when Mr. Jefferson was supposedly not where he
23 said he was; is that right?
24 A. Yes.

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1 Q. Who was the UTS representative referred
2 to in paragraph 43?
3 A. I don't know for certain.
4 Q. So this was --
5 A. I have --
6 Q. Go ahead.
7 A. I would believe it was Mike Garland.
8 Q. So this would have made at least two
9 incidents when either you or Mr. Garland
10 determined that Mr. Jefferson was not where he
11 was supposed to be; is that right?
12 A. Yes, sir.
13 Q. And didn't that cause you serious
14 concern?
15 A. Yes, it did.
16 Q. What action did you take?
17 A. Again, I said I don't remember.
18 Q. Okay. If any disciplinary action was
19 taken against Mr. Jefferson, that should have
20 been recorded in his file; is that right?
21 A. It depends.
22 Q. Why does it depend?
23 A. Because if I had an informal talk with
24 him, and I was probably more hopeful to get him

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1 back on track to make sure he was doing the right
2 thing in hopes for, you know -- you know, a
3 prosperous future between the two parties.
4 Q. If we go back and look at the
5 counterclaim, paragraph 44 says, by way of
6 further example:
7 "Jefferson claimed in his entry for
8 January 30, 2020, that he incurred one hour of
9 travel time and associated mileage expenses in
10 connection with a soil sample-drop off; however,
11 Jefferson did not drop off any soil sample on
12 January 30, 2020."
13 Do you see that?
14 A. Yes. I do see it.
15 Q. And were you aware of that incident?
16 A. I don't know if I was made -- I don't
17 know if I knew of this exact incident, but it was
18 not out of the question for Andrew to not drop
19 off a soil sample when he said he was.
20 Q. And how do you know that he did not drop
21 off a soil sample on January 30, 2020?
22 A. Like I said, I don't know if I knew of
23 this exact occurrence.
24 Q. Do you know how it was determined that he

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1 allegedly did not drop off a soil sample on
2 January 30, 2020?
3 A. I'm not sure, but I have an idea.
4 Q. And what's your idea?
5 A. That Mike Garland saw that it was listed
6 on his timecard. But, again, this is -- this is
7 not -- I don't want to guess, but I would believe
8 that the sample was probably not dropped off and
9 someone was probably looking for it.
10 Q. Okay. And that's something UTS would
11 have known back in January or February 2020;
12 right?
13 A. Not immediately.
14 Q. Why is that?
15 A. We could have learned of it from a client
16 calling, looking for their results. That there
17 are no results to be -- there's a multitude of
18 reasons. Again, I don't want to guess. So I'm
19 sorry I'm --
20 Q. But UTS would have known in January or
21 February or March. Somewhere in that time frame.
22 Is that fair to say?
23 MR. CALIFANO: Object to form. You can
24 answer.

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1 A. It's fair to say we would have figured
2 this out in those months.
3 BY MR. CHURCHILL:
4 Q. And what action was taken against
5 Mr. Jefferson as a result of that incident?
6 A. I don't know. I don't know if any was.
7 Q. I'm showing you a two-page document.
8 This is a -- it appears to be a time sheet
9 starting on 3/16/2019. Do you see that?
10 A. Yes, I do.
11 Q. And it goes onto a second page, and this
12 is UTS57 to UTS78. Why don't we mark this as
13 Exhibit 18.
14 (Exhibit No. 18 marked for
15 identification.)
16 BY MR. CHURCHILL:
17 Q. Have you seen this document before?
18 A. I'm not sure how the rule works on
19 whether I've seen this before.
20 MR. CALIFANO: Yes or no if you've seen
21 it.
22 A. Yes, I've seen it.
23 BY MR. CHURCHILL:
24 Q. When is the first time you saw this

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1 document?
2 A. When is the first time I've seen this
3 document? Is that the question?
4 Q. Yes.
5 A. To my recollection, with our attorney.
6 Q. Do you recognize any of the handwriting
7 on this document on page 1?
8 A. I have an idea whose it is. I can't say
9 for certain if it's someone's handwriting.
10 Q. What's your idea?
11 A. I would believe that's Mike Garland's
12 handwriting.
13 Q. Do you recognize any of the handwriting
14 on page 2 of the document?
15 A. Again, I would believe this is
16 Mike Garland's handwriting. To the best of my
17 knowledge, I would think that is Mike Garland's
18 handwriting.
19 Q. Are you aware of any compilation that's
20 been done to analyze when Mr. Jefferson
21 supposedly overbilled on his mileage or
22 overreported his mileage?
23 MR. CALIFANO: Object to form. You can
24 answer.

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1 A. Do you mind repeating that question,
2 please?
3 BY MR. CHURCHILL:
4 Q. Sure. Are you aware of any analysis
5 that's been done to identify all the dates when
6 Mr. Jefferson is alleged to have overstated his
7 mileage?
8 A. Any analysis? I don't fully understand
9 the question. I'm sorry.
10 Q. Well, if we go back to the
11 counterclaim -- so if we look at paragraph 29, it
12 says:
13 "Beginning on or about October 5, 2018,
14 and continuing throughout the subsequent two-year
15 period until at least October 5, 2020, Jefferson
16 routinely and deliberately falsified the amount
17 of his claimed reimbursable mileage in the weekly
18 time sheets he submitted to UTS."
19 Do you see that?
20 A. Yes, I do.
21 Q. So when it says there "routinely," my
22 question is are you aware of any analysis that's
23 been done to identify all the dates, specific
24 dates, when Mr. Jefferson is alleged to have

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1 overstated his mileage?
2 MR. CALIFANO: Objection. You can
3 answer.
4 A. Not done by UTS.
5 BY MR. CHURCHILL:
6 Q. Have you seen any analysis of listing all
7 the dates?
8 A. I don't believe I have.
9 THE WITNESS: You haven't shown me
10 anything like that, have you?
11 MR. CALIFANO: I'm not going to answer
12 questions. Just say yes or no.
13 A. Not that I remember.
14 BY MR. CHURCHILL:
15 Q. Okay.
16 A. So listing every date or everything? No,
17 I don't believe so.
18 Q. Let me show you another document. This
19 is five pages. It's labeled --
20 MR. CALIFANO: Sorry to interrupt, Steve.
21 Was that last one Exhibit 18? The timecard 3/16
22 to 3/23.
23 MR. CHURCHILL: Yes. That was
24 Exhibit 18.

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1 BY MR. CHURCHILL:
2 Q. So this is a five-page document, UTS2206
3 through UTS2210. Do you recognize that document?
4 A. Yes, I do.
5 Q. And what is it?
6 A. Mileage chart for -- to help calculate
7 mileage expenses.
8 Q. And was this given to employees?
9 A. It was made available to employees.
10 Q. And UTS was able to, itself, determine
11 the amount of miles that an employee would have
12 to drive from Point A to Point B; right?
13 A. Could you repeat that, please? Sorry.
14 Q. Sure. UTS was able to determine on its
15 own how many miles an employee would have to
16 drive in order to get from one location to
17 another location; right?
18 A. No, not necessarily.
19 Q. Well, how did they come up with this
20 chart then?
21 A. This chart was -- when I say -- no. It's
22 because what the inspectors drove to, a jobsite,
23 could have been different than what the mileage
24 was on this chart.

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1 Q. Right. Because these are estimates or
2 approximations; right?
3 A. I believe they are the -- it's set based
4 on mileage from the given office that's listed
5 and the Post Office within a given town.
6 Q. So when looking at any employee's time
7 sheets and the mileage on there, UTS could go on
8 Google Maps and figure out approximately how many
9 miles it would be from one location to another.
10 Is that fair to say?
11 A. Within reason.
12 Q. So, for example, looking back at what was
13 Exhibit 10, this is one of the field reports from
14 Mr. Jefferson. It has the location where he
15 went; right? 1350 North Street, Walpole, Mass.
16 Is that right?
17 A. Yes.
18 Q. And his starting point, according to his
19 offer letter, was the Leominster Post Office; is
20 that right?
21 A. Yes.
22 Q. So you could plug in the Leominster Post
23 Office and this location and figure out
24 approximately how many miles it was; right?

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1 A. Yes.
2 Q. Other than the one inspection --
3 inspector warning notice that we saw for
4 Mr. Jefferson for turning in field reports late,
5 are you aware of any other disciplinary actions
6 that were taken against him during his employment
7 at UTS?
8 MR. CALIFANO: Object to form. You can
9 answer.
10 A. I would say informal talks or -- could
11 you repeat the question? I'm sorry.
12 BY MR. CHURCHILL:
13 Q. Yes. So we saw an inspector warning
14 notice that was given to Mr. Jefferson for
15 turning in his reports late. Do you recall that?
16 A. Yes, I do.
17 Q. Were there any other disciplinary actions
18 that were given to Mr. Jefferson during his
19 employment at UTS?
20 MR. CALIFANO: Object to form. You can
21 answer.
22 A. Not formally that I can think of.
23 BY MR. CHURCHILL:
24 Q. Even though you had information that on

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1 multiple occasions he was claiming to be at work
2 sites that he wasn't at?
3 A. Correct.
4 Q. And even though you had information
5 during his employment that he was inflating the
6 amount of mileage?
7 A. Correct.
8 Q. Do you know what Mr. Jefferson was
9 instructed, when he started working at UTS, about
10 how to record his mileage?
11 A. Could you repeat that, please?
12 Q. Sure. Do you know what Mr. Jefferson was
13 instructed about how to record his mileage when
14 he first started working at UTS?
15 A. I can't say for certain outside of the
16 policy. What was set forth in the policies and
17 procedures.
18 Q. You don't know what else he was
19 instructed by any individuals at UTS. Is that
20 fair to say?
21 A. Not for certain.
22 Q. You texted with Mr. Jefferson from time
23 to time; is that right?
24 A. Yes, sir.

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1 Q. First, I want to go ahead and mark the
2 mileage chart as the next exhibit. So that
3 should be 19.
4 (Exhibit No. 19 marked for
5 identification.)
6 MR. CALIFANO: That's what I have.
7 MR. CHURCHILL: Okay.
8 BY MR. CHURCHILL:
9 Q. Showing you a 34-page document, and this
10 is labeled UTS2157 through UTS2190. And this is
11 a series of screenshots of text messages, and it
12 appears to be screenshots of text messages
13 between you and Mr. Jefferson; is that right?
14 A. It appears so.
15 Q. And do you recall getting these
16 screenshots off of your phone?
17 A. Could you say that again?
18 Q. Do you recall getting these screenshots
19 off of your phone?
20 A. Yes.
21 Q. And the communications go from, at the
22 top, June 22, 2018. Do you see that?
23 A. Yes, I do.
24 Q. And if we go to the end, the last one is

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1 February 23rd. And that would have been
2 February 23, 2021, around the time when he left
3 UTS; is that right?
4 A. Yes, sir.
5 Q. And you never -- to your knowledge, you
6 didn't delete any texts that you had between you
7 and Mr. Jefferson, did you?
8 A. That is correct.
9 Q. When you went to that one jobsite and saw
10 that he wasn't where he was supposed to be, did
11 you call or text Mr. Jefferson?
12 A. Not immediately, and I don't remember if
13 I did afterwards.
14 Q. Do you recall if you ever asked him for
15 an explanation about where he was?
16 A. I don't remember.
17 Q. Did you ever ask Mr. Jefferson about that
18 incident when he said he dropped off a soil
19 sample but allegedly did not drop it off?
20 A. I don't remember. I don't believe I did.
21 This could have fallen under someone else's -- to
22 answer your question, no.
23 Q. And with respect to the incident of
24 September 19, 2019, did you ever talk to

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1 Mr. Jefferson about that incident?
2 A. I don't remember. Not to my
3 recollection, though.
4 Q. So for this incident on
5 September 19, 2019, his field report, which,
6 again, was Exhibit 10 -- it indicates here that
7 he was on-site for seven hours. Do you see that?
8 A. Yes, I do.
9 Q. And was the client in this case,
10 Little -- whoever the client was, were they
11 billed for all seven hours?
12 A. I don't know.
13 Q. Other than the incident on
14 September 19, 2019, that's described here in the
15 counterclaim, and the incident on
16 January 30, 2020, and the incident that you
17 testified about, are there any other instances
18 that you're aware of where Mr. Jefferson
19 supposedly was not where he claimed he was?
20 A. I don't know.
21 Q. I'm going to go back and mark the text
22 messages as Exhibit 20.
23 (Exhibit No. 20 marked for
24 identification.)

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1 BY MR. CHURCHILL:
2 Q. Going back to the time sheet, which we
3 marked as Exhibit 9, if we look at the bottom of
4 this time sheet, you see there's a box for total
5 straight time hours. It says 54. And then total
6 overtime hours 15. Do you see that?
7 A. Yes, I do.
8 Q. And why -- what's -- why were 54 hours
9 paid at straight time and 15 paid at overtime?
10 MR. CALIFANO: Objection. Form. You can
11 answer.
12 A. I believe -- could you repeat the
13 question?
14 BY MR. CHURCHILL:
15 Q. Sure. So the total hours he worked, if
16 you add up the a.m. travel, hours on the job,
17 travel between jobs, and p.m. travel -- so
18 there's seven hours in that fourth column. And
19 then the 51 hours, the four hours, and the seven
20 hours over to the right. That adds up to a total
21 of 69 hours.
22 And at the bottom it's broken down into
23 54 hours of straight time and 15 hours of
24 overtime. Do you understand why it's broken down

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1 that way?
2 A. Yes. I believe I understand why it's
3 broken down that way.
4 Q. And why is that?
5 A. You're asking about the 54 straight
6 hours?
7 Q. Yes. Why was it 54 straight hours and 15
8 overtime hours?
9 A. Because there -- the 14 extra hours were
10 commuting time at the beginning or end of the
11 day.
12 Q. Are you saying that commuting time was
13 not counted for overtime purposes?
14 A. Correct.
15 Q. Was that UTS's policy?
16 A. Yes. It's my understanding, yes.
17 Q. Was that the policy for all hourly
18 employees or just Mr. Jefferson?
19 A. Outside of extenuating circumstances, I
20 believe it was for -- that was the policy for all
21 field employees.
22 Q. Back during the time that Mr. Jefferson
23 was still employed at UTS, were you aware of any
24 investigation that was undertaken to evaluate all

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1 the occasions when Mr. Jefferson supposedly
2 inflated his mileage?
3 MR. CALIFANO: Object to form. You can
4 answer.
5 A. I'm sorry. Would you mind repeating that
6 again?
7 BY MR. CHURCHILL:
8 Q. Sure. During the time that Mr. Jefferson
9 was still employed at UTS, was there any
10 investigation to look at or to try to identify
11 all the occasions when Mr. Jefferson inflated his
12 mileage?
13 MR. CALIFANO: Objection. You can
14 answer.
15 A. No. I don't believe there was an
16 investigation to inflate -- I mean, an
17 investigation to find all the times that he
18 inflated his hours or mileage, I believe is what
19 you said.
20 BY MR. CHURCHILL:
21 Q. Right. So either with respect to the
22 miles he reported or the hours that he reported,
23 there was no investigation undertaken during his
24 employment to identify all such occasions; is

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1 that right?
2 A. Again, do you mind repeating that?
3 Q. Sure. During the time that Mr. Jefferson
4 was still employed at UTS, there were no
5 investigations that were undertaken to identify
6 all of the occasions when Mr. Jefferson either
7 inflated his miles or overstated his hours; is
8 that right?
9 MR. CALIFANO: Object to form. You can
10 answer.
11 A. Not formally. Again, we were reliant on
12 him being honest with what he was claiming for
13 hours worked. That he supposedly worked or
14 drove.
15 BY MR. CHURCHILL:
16 Q. After Mr. Jefferson left UTS, did you
17 discover any new information about his reporting
18 of mileage or hours worked?
19 A. Not to my recollection.
20 MR. CALIFANO: Actually, Kim, would you
21 mind repeating that? I'm sorry.
22 (Whereupon the prior question and answer
23 were read back.)
24

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1 BY MR. CHURCHILL:
2 Q. Is there anything you wanted to add to
3 that answer?
4 A. I guess what I said might be incorrect
5 where -- I can say the correct answer is I don't
6 know. It's been a while and I -- I don't -- I
7 don't fully know the answer to that. There could
8 have been things that have come up since then. I
9 don't remember what I knew when he left compared
10 to what I know now. Sorry.
11 Q. Okay. So let me ask it this way: Can
12 you identify any specific new information that
13 you identified after he left with respect to his
14 miles reported or hours reported?
15 MR. CALIFANO: I'm going to jump in and
16 object because -- well, to the extent that your
17 answer comes from a source other than your
18 attorneys, you can answer the question.
19 A. From a source outside of our attorneys?
20 Again, I don't know. I -- I don't know. Not
21 that -- not that I can recollect outside of our
22 attorneys, but, again, I'm sorry. I don't know.
23 MR. CHURCHILL: Why don't we take a break
24 so I can -- I'm nearing the end. I just need to

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1 review my notes and documents and see what else I
2 need to finish up.
3 MR. CALIFANO: How long do you want to
4 break for, Steve?
5 MR. CHURCHILL: Let's just do 10 minutes.
6 So 1:13ish.
7 MR. CALIFANO: Okay.
8 (Recess taken at 1:03 p.m.)
9 (Deposition resumed at 1:13 p.m.)
10 MR. CHURCHILL: Just a few more
11 questions.
12 MR. CALIFANO: Famous last words.
13 MR. CHURCHILL: I always love saying
14 that, whether it's true or not.
15 MR. CALIFANO: Me too.
16 BY MR. CHURCHILL:
17 Q. Showing you -- so this is a 19-page
18 document. It's entitled "Defendant, UTS of Mass.
19 Inc.'s Answers to Plaintiff's First Set of
20 Interrogatories." I'm going to go to page 19 and
21 the verification. So on page 19, the
22 verification, is that your signature?
23 A. Yes, sir.
24 Q. And you read these answers carefully

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1 before you signed this under the penalties of
2 perjury?
3 A. Yes, sir.
4 Q. We'll mark this as Exhibit 21.
5 (Exhibit No. 21 marked for
6 identification.)
7 BY MR. CHURCHILL:
8 Q. I'm now showing you an eight-page
9 document entitled "Defendant, UTS of Mass.,
10 Inc.'s Supplemental Answers to Plaintiff's First
11 Set of Interrogatories." I'll go down to page 8.
12 On this verification page on page 8, that is your
13 signature?
14 A. Yes, sir.
15 Q. And you read these answers carefully
16 before signing under the penalties of perjury?
17 A. Yes, sir.
18 Q. Did you have any involvement in terms of
19 gathering together documents to provide to your
20 lawyers in connection with this case?
21 A. Can you repeat the question, please?
22 Q. Sure. First, let me mark the
23 supplemental answers here as Exhibit 22.
24

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1 (Exhibit No. 22 marked for
2 identification.)
3 BY MR. CHURCHILL:
4 Q. And then the question was did you have
5 any involvement in terms of gathering together
6 documents to provide to your attorneys in
7 connection with this case?
8 A. Yes, I believe so.
9 Q. And what documents did you gather?
10 A. The text messages that I sent over.
11 Q. Anything else?
12 A. I don't fully remember.
13 Q. Did you look to see if you had any
14 personal notes or documents regarding
15 Mr. Jefferson's employment?
16 A. Again, please repeat.
17 Q. Did you look to see if you had any notes
18 or documents in your own files about
19 Mr. Jefferson?
20 A. Yes, I did look.
21 Q. Did you find anything?
22 A. Anything I found, I believe I furnished.
23 Q. Did you find anything in your files
24 regarding Mr. Jefferson?


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1 A. I didn't have a personal file for
2 Andrew Jefferson.
3 Q. Did you have any notes about
4 Mr. Jefferson in your possession?
5 A. Not that I know of. The e-mails that
6 were -- were all handed over and any
7 correspondence like that.
8 Q. So whatever you had in terms of documents
9 regarding Mr. Jefferson, you provided to your
10 attorneys?
11 A. To the best of my knowledge.
12 Q. Okay. And with respect to the
13 counterclaim that we were looking at, did you
14 review the allegations in that counterclaim
15 before it was filed?
16 A. I'm sorry?
17 Q. Do you remember the counterclaim that we
18 were looking at?
19 A. Yes.
20 Q. Did you review the allegations in that
21 counterclaim before it was filed?
22 A. I don't remember.
23 Q. Okay. All right.
24 MR. CHURCHHILL: I don't have any further

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1 questions at this time.
2 MR. CALIFANO: None here. Thank you.
3 THE COURT REPORTER: Mr. Califano, are
4 you ordering a copy?
5 MR. CALIFANO: Yes, please.
6 THE COURT REPORTER: Regular delivery?
7 MR. CALIFANO: Yes, please.
8 (Whereupon the deposition was adjourned
9 at 1:19 p.m.)
10
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24

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1 COMMONWEALTH OF MASSACHUSETTS
2 PLYMOUTH, SS.
3
4 I, Kimberley J. Bouzan, Certified
5 Shorthand Reporter and Notary Public in and for
6 the Commonwealth of Massachusetts, do hereby
7 certify that BRYAN CRABTREE, the witness whose
8 deposition is hereinbefore set forth, was duly
9 sworn by me and that such deposition is a true
10 record, to the best of my ability, of the
11 testimony given by the witness.
12 I further certify that I am neither
13 related to nor employed by any of the parties in
14 or counsel to this action, nor am I financially
15 interested in the outcome of this action.
16 In witness whereof, I have hereunto
17 set my hand and seal this 27th day of April,
18 2022.
19
20
21 
22 Notary Public
23 My commission expires:
24 August 11, 2028

Page 110

1 Anthony Califano, Esq.
2 acalifano@seyfarth.com
3 April 27, 2022.
4 RE: Jefferson, Andrew v. UTS Of Mass, Inc., William P. Crabtree
And Steven T. Crabtree
5 4/13/2022, Bryan Crabtree (#5182417)
6 The above-referenced transcript is available for
7 review.
8 Within the applicable timeframe, the witness should
9 read the testimony to verify its accuracy. If there are
10 any changes, the witness should note those with the
11 reason, on the attached Errata Sheet.
12 The witness should sign the Acknowledgment of
13 Deponent and Errata and return to the deposing attorney.
14 Copies should be sent to all counsel, and to Veritext at
15 cs-ny@veritext.com.
16
17 Return completed errata within 30 days from
18 receipt of testimony.
19 If the witness fails to do so within the time
20 allotted, the transcript may be used as if signed.
21
22 Yours,
23 Veritext Legal Solutions
24

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1 Jefferson, Andrew v. UTS Of Mass, Inc., William P. Crabtree And
Steven T. Crabtree
2 Bryan Crabtree (#5182417)
3 ACKNOWLEDGEMENT OF DEPONENT
4 I, Bryan Crabtree, do hereby declare that I
5 have read the foregoing transcript, I have made any
6 corrections, additions, or changes I deemed necessary as
7 noted above to be appended hereto, and that the same is
8 a true, correct and complete transcript of the testimony
9 given by me.
10
11 _____
12 Bryan Crabtree Date
13 *If notary is required
14 SUBSCRIBED AND SWORN TO BEFORE ME THIS
15 _____ DAY OF _____, 20____.
16
17
18 _____
19 NOTARY PUBLIC
20
21
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1 Jefferson, Andrew v. UTS Of Mass, Inc., William P. Crabtree And
Steven T. Crabtree
2 Bryan Crabtree (#5182417)
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Massachusetts Rules of Civil Procedure

Part V. Deposition and Discovery

Rule 30

(e) Submission to Witness; Changes; Signing. When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him, unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed, unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

EXHIBIT 2

To: All Employees

From: Charlie McAnespie

Subject: Job Expenses

UTS responded to the rising gas prices by increasing the rate to .35 cents a mile. The recent lowering of the gas prices is cause for UTS to adjust the rate to .30 cents a mile.

The new rate will take effect Saturday August 4, 2001. The mileage chart will be available next week.

Thank you for your understanding regarding this matter.

MEMORANDUM

TO: All UTS Field Technicians

FROM: Charlie McAnespie

RE: Mileage Expense

DATE: December 26, 2012

Due to the falling gasoline prices, UTS will decrease its mileage rate from \$.40 to \$.35 per mile. This will become effective January 5, 2013.

Sincerely,

Charles McAnespie

MEMORANDUM

TO: All UTS Field Technicians

FROM: Charlie McAnespie

RE: Mileage

DATE: March 31, 2011

Due to the rising gasoline prices, UTS will raise its Mileage rate as a temporary measure from \$.35 to \$.40 per mile. We hope this eases travelling to and from project sites. This will become effective the work week beginning on April 2, 2011.

Sincerely,

Charles McAnespie

MEMORANDUM

TO: All UTS Field Technicians

FROM: Charlie McAnespie

DATE: November 6, 2008

SUBJECT: Mileage Expenses

Due to the lowering gas prices, mileage reimbursement will become 35 cents per mile, effective Saturday November 8, 2008. New mileage sheets based upon 35 cents per mile will be available to all.

We hope the 40 cents per mile reimbursement helped all our employees through the tough times of the high gas prices.

Sincerely,

Charlie McAnespie
Dispatcher

MEMORANDUM

TO: All UTS Field Technicians

FROM: Charlie McAnespie

DATE: May 29, 2008

SUBJECT: Increased Mileage Allowance

Due to the skyrocketing gasoline prices, effective June 1, 2008

UTS will raise its mileage allowance 5 cents from 35 cents to 40 cents per mile. New mileage charts will be available in the Stoneham dispatch office and our Easton storage facility.

We hope that this will help ease the burden on our employees.

Sincerely,

Charlie McAnespie
Dispatcher

MEMORANDUM

TO: All UTS Field Technicians

FROM: Charlie McAnespie

RE: Mileage

DATE: May 13, 2004

Due to the rising gasoline prices, UTS will raise its mileage rate as a temporary measure from \$.30 to \$.35 per mile. We hope this eases travelling to and from project sites. This will become effective the work week beginning on May 15, 2004.

Sincerely,

Charlie

EXHIBIT 3



Of Massachusetts Inc.
"The Construction Testing People"

March 18th, 2021

To: All Field Employees
Re: Temporary Mileage Reimbursement Rate Increase

All UTS Field Staff,

In light of the continued increases of inflation and in particular the increasing cost of gasoline, UTS of Mass, Inc. has elected to temporarily increase the mileage rate from \$0.48 cents to \$0.58 cents effective immediately for the work week beginning Monday March 21st, 2022.

Please refer to the updated mileage chart. Copies will also be available for pickup at the Stoneham Office.

If you have any questions please contact our Quality Control Manager Mike Garland at 781-438-7755 or mgarland@utsofmass.com or HR Controller Joanne Hyde at 781-438-7755 or jhyde@utsofmass.com

Best Regards,

A handwritten signature in black ink, appearing to read 'B. Crabtree', is written over a horizontal line.

Bryan Crabtree
Operations Manager

EXHIBIT 4

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. 2181CV00680

Andrew Jefferson, on behalf of himself and all
other employees similarly situated,

Plaintiff,

v.

UTS of Mass., Inc., William P. Crabtree, and
Steven T. Crabtree,

Defendants.

DEFENDANTS' ANSWERS TO PLAINTIFF'S SECOND SET OF INTERROGATORIES

Defendants UTS of Mass., Inc., William P. Crabtree, and Steven T. Crabtree (collectively, "Defendants"), by and through their attorneys, hereby submit their Answers to Plaintiff's Second Set of Interrogatories and state as follows:

INTERROGATORY NO. 1:

Please identify all years for which UTS used a mileage reimbursement rate of \$0.35 per mile.

ANSWER:

Defendants object to this request because it is overly broad and not reasonably calculated to lead to the discovery of admissible evidence, and it seeks information that is not relevant to any claim, counterclaim, or defense asserted in this case.

Subject to the foregoing objections, and without waiver of the same, UTS refers Plaintiffs to the documents produced at, *e.g.*, UTS 169, 179, 194, 205, 2196, 2211, and 2229 – 2231, which reflect UTS's mileage reimbursement rate over various periods of time.

INTERROGATORY NO. 2:

Please identify each occasion (by date and project name) that UTS alleges Mr. Jefferson “deliberately falsified the amount of his claimed reimbursable mileage in the weekly timesheets he submitted to UTS,” as alleged in Paragraph 29 of UTS’s Counterclaims.

ANSWER:

UTS objects to this request to the extent it purports to require UTS to provide an exhaustive list of all instances in which it contends that Plaintiff falsified his reimbursable mileage during his employment. Discovery remains ongoing and UTS continues to investigate the full extent of Plaintiff’s tortious conduct, and consequently UTS reserves the right to identify and rely on additional instances as it continues to identify them.

Subject to the foregoing objections, and without waiver of the same, UTS states Plaintiff routinely and deliberately falsified the amount of his claimed reimbursable mileage in the weekly timesheets he submitted to UTS. The extent to which Mr. Jefferson falsified his reimbursable mileage (i.e. the exact number of occasions on which Mr. Jefferson falsified his reimbursable mileage) is a question for a jury to decide. However, UTS believes and avers that, at a minimum, Plaintiff misrepresented the total mileage to which he was entitled to reimbursement on the following dates:

In the year 2018: September 12, October 5, October 9, October 17, October 22, October 31, November 9, November 15, November 16, November 28, November 29, November 30, December 10.

In the year 2019: February 4, February 20, February 25, February 26, March 5, March 14, March 16, March 18, March 19, March 20, March 21, May 14, May 20, June 11, June 26, July 2, August 19, September 25, October 2, October 4, October 14, October 18, October 21, October 29, November 6, November 18, November 19, December 9.

In the year 2020: January 9, January 10, January 24, January 30, February 6, March 16, March 17, April 1, June 30, October 5.

This conclusion is supported by witness testimony, witness observations, the records produced regarding work locations and mileage driven, generally available information regarding the number of miles between addresses, and logical inference.

The projects worked on the above-referenced dates are identified in UTS's and Plaintiff's document productions.

INTERROGATORY NO. 3:

Please identify the date or approximate date that UTS first determined that Mr. Jefferson falsified the amount of his claimed reimbursable mileage in the weekly timesheets he submitted to UTS, and also identify the name(s) of the UTS employees who made that determination.

ANSWER:

UTS states that, to the best of its knowledge, Quality Control Manager, Michael Garland, was the first manager of UTS to identify that Plaintiff falsified his mileage. And, as Mr. Garland testified during his deposition, Mr. Garland first concluded that Plaintiff was misrepresenting his mileage expenses prior to March 16, 2019. Mr. Garland further testified that the issue of Plaintiff's falsification of his mileage expenses became increasingly noticeable to him "early on in [Plaintiff's] employment and continued throughout the duration of his employment."

INTERROGATORY NO. 4:

Please identify each occasion (by date and project name) that UTS alleges Mr. Jefferson "deliberately falsified information on his timesheets regarding the hours he worked and travelled for work," as alleged in Paragraph 40 of UTS's Counterclaims.

ANSWER:

UTS objects to this request to the extent it purports to require UTS to provide an exhaustive list of all instances in which it contends that Plaintiff falsified his timesheet entries regarding hours worked and traveled. Discovery remains ongoing and UTS continues to

investigate the full extent of Plaintiff's tortious conduct, and consequently UTS reserves the right to identify and rely on additional instances as it continues to identify them.

Subject to the foregoing objections, and without waiver of the same, UTS states Plaintiff routinely and deliberately falsified information on his timesheets regarding the hours he worked and traveled for work. The extent to which Mr. Jefferson falsified his work hours is a question for a jury to decide. However, UTS believes and avers that, at a minimum, Plaintiff misrepresented his hours worked and/or traveled for work on the following dates and projects:

September 12, 2018 (1100 High Street, Dedham, MA; 2 Fairfield Ave, Melrose, MA)

September 20, 2018 (71 Greenwood Ave, Swampscott, MA)

September 24, 2018 (25 Russell St., Peabody, MA)

September 28, 2018 (71 Greenwood Ave, Swampscott, MA)

October 16, 2018 (300 Innovative Way, Nashua, NH)

September 19, 2019 (1350 North Street, Walpole, MA)

September 25, 2019 (Moody St., Waltham, MA)

September 26, 2019 (Coddington St., Quincy, MA)

December 30, 2019 (Tea Party Drive, Uxbridge, MA)

January 30, 2020 (Princeton Properties)

Responding further, Plaintiff habitually misrepresented his hours worked and, as Mr. Garland testified, the only categories of time entries where Plaintiff did not do so were sick time, vacation time, or holidays.

This conclusion is further supported by witness testimony, witness observations, the records produced regarding hours worked and work-related travel, and logical inference.

INTERROGATORY NO. 5:

Please identify the date or approximate date that UTS first determined that Mr. Jefferson falsified information on his timesheets regarding the hours he worked and travelled for work, and also identify the name(s) of the UTS employees who made that determination.

ANSWER:

UTS states that, to the best of its knowledge, Quality Control Manager, Michael Garland, was the first manager of UTS to determine that Plaintiff falsified his hours of work. And, as Mr. Garland testified during his deposition, Mr. Garland first concluded that Plaintiff was falsifying his time entries “early on in [Plaintiff]’s] employment.”

INTERROGATORY NO. 6:

Please identify the number of UTS employees from March 26, 2018 to August 1, 2021 who were reimbursed by UTS for mileage at the rate of \$0.35 per mile.

ANSWER:

UTS expressly incorporates herein by reference its objections to Interrogatory No. 2 propounded in Plaintiff’s First Set of Interrogatories. Subject to those objections, and without waiver of the same, UTS states that it has employed approximately 213 field employees during the referenced time period who were reimbursed at the rate of \$0.35 per mile. In so answering, UTS expressly does not concede that any or all of these employees are similarly-situated to Plaintiff for purposes of satisfying the prerequisites of Mass. R. Civ. P. 23, and UTS does not thereby concede or waive any factual or legal arguments pertaining to class certification.

INTERROGATORY NO. 7:

Please identify the UTS representative referred to in Paragraph 43 of UTS’s Counterclaims.

ANSWER:

UTS refers Plaintiff to the deposition testimony of its Quality Control Manager, Michael Garland.

INTERROGATORY NO. 8:

Please state the basis for UTS's allegation that Mr. Jefferson "did not drop off any soil sample on January 30, 2020," as alleged in Paragraph 45 of UTS's Counterclaims.

ANSWER:

UTS states that its Quality Control Manager, Michael Garland, observed Plaintiff dropping off the referenced soil sample on January 31, 2020, contrary to the representation that Plaintiff made on his timesheet submission.

INTERROGATORY NO. 9:

Please state why UTS never requested during Mr. Jefferson's employment that he reimburse UTS for allegedly inflating his mileage or overstating his hours worked.

ANSWER:

UTS states that the following are the primary reasons it did not:

First, Mr. Jefferson possessed a unique set of professional credentials and technical skills that UTS required and feared losing because it would have been detrimental to UTS's clients and business. Moreover, due to the persistent and surreptitious nature of Plaintiff's misconduct, UTS was unable to contemporaneously detect all instances of his misconduct or to quantify the extent of the damage to UTS resulting from the misconduct. In addition, securing reimbursement from Plaintiff would have been complicated, a drain on resources, and detrimental to the ongoing employment relationship between Plaintiff and UTS.

Accordingly, and as Mr. Garland testified, UTS dealt with Plaintiff's misconduct through verbal and written communications regarding Plaintiff's time and expense reporting practices.

Dated: June 1, 2022

Respectfully submitted,

UTS OF MASS., INC., WILLIAM P.
CRABTREE, and STEVEN T. CRABTREE,

By their Attorneys,



Barry J. Miller (BBO No. 661596)
Anthony S. Califano (BBO No. 661136)
Michael E. Steinberg (BBO No. 690997)
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acalifano@seyfarth.com
msteinberg@seyfarth.com

CERTIFICATE OF SERVICE

I, Michael E. Steinberg, hereby certify that on June 1, 2022, a true copy of the foregoing document was served, by agreement of counsel, via email upon counsel for the Plaintiff.

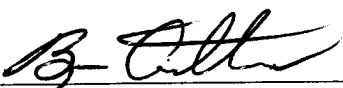


Michael E. Steinberg

VERIFICATION

I, Bryan Crabtree, have read the foregoing Answers to Plaintiff's Second Set of Interrogatories. As to those matters set forth in the Answers about which I have personal knowledge, I believe these Answers to be true. As to those matters on which I have limited or no personal knowledge, I am relying upon those who have prepared those answers and I have no reason to believe those Answers are not true.

Signed under the penalties of perjury this 1st day of June, 2022.



Bryan Crabtree

EXHIBIT 5

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COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY SUPERIOR COURT
CASE NO. 2181-CV-00680
ANDREW JEFFERSON, On Behalf of Himself
and All Other Employees Similarly Situated,
Plaintiff,
vs.
UTS OF MASS, INC., WILLIAM P. CRABTREE, and
STEVEN T. CRABTREE,
Defendants.

-----x

DEPOSITION OF
WILLIAM CRABTREE
CONDUCTED VIRTUALLY
Thursday, April 14, 2022
10:01 a.m.

Laurie K. Langer, RPR

Page 2	1 APPEARANCES 2 (All parties appeared 3 remotely via Zoom.) 4 5 ON BEHALF OF THE PLAINTIFF(s): 6 BY: Stephen Churchill, Esq. 7 FAIR WORK, P.C. 8 192 South Street, Suite 450 9 Boston, Massachusetts 02111 10 (617) 607-3260 11 steve@fairworklaw.com 12 13 ON BEHALF OF THE PLAINTIFF(s): 14 BY: Benjamin Steffans, Esq. 15 STEFFANS LEGAL LLC 16 7 North Street, Suite 307 17 Pittsfield, Massachusetts 01906 18 (413) 418-4176 19 bsteffans@steffanslegal.com 20 21 22 23 24
Page 3	1 (Appearances continued.) 2 3 ON BEHALF OF THE DEFENDANT(s): 4 BY: Michael E. Steinberg, Esq. 5 SEYFARTH 6 Two Seaport Lane 7 Seaport East, Suite 1200 8 Boston, Massachusetts 02210-2028 9 (617) 946-8316 10 msteinberg@seyfarth.com 11 12 13 14 15 16 17 18 19 20 21 22 23 24
Page 4	1 INDEX OF EXAMINATION 2 3 WITNESS: William Crabtree 4 EXAMINATION PAGE NO. 5 By Mr. Churchill 5 6 7 INDEX TO EXHIBITS 8 9 (No Deposition Exhibits marked for identification.) 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24
Page 5	1 PROCEEDINGS 2 3 4 WILLIAM CRABTREE, 5 having been satisfactorily identified by the production 6 of his driver's license, and duly sworn by the Notary 7 Public, was examined and testified as follows: 8 9 MR. CHURCHILL: Michael, do you want to put 10 any stipulations on the record? 11 MR. STEINBERG: I wasn't planning to unless 12 you did, Steve. 13 MR. CHURCHILL: Okay. Yesterday we 14 stipulated that all objections, except as to form, and 15 all motions to strike would be reserved until time of 16 trial. 17 MR. STEINBERG: That's fine. 18 MR. CHURCHILL: Okay. 19 20 21 EXAMINATION 22 23 BY MR. CHURCHILL: 24 Q. Can you state your full name.

Page 6

1 A. William P. Crabtree.
2 Q. What is your residential address?
3 A. 934 Salem Street, North Andover, Massachusetts.
4 Q. And what is your business address?
5 A. 5 Richardson Lane, Stoneham, Mass.
6 Q. What is your date of birth?
7 A. 9/26/50.
8 Q. And, Mr. Crabtree, have you been deposed before?
9 A. Yes, I have.
10 Q. How many times?
11 A. I believe a couple.
12 Q. Okay. When was the most recent occasion?
13 A. Late '80s.
14 Q. Since it's been awhile, and you may have heard
15 this from your attorneys, but it's a good idea to go
16 over the ground rules at the beginning.
17 If I ask you a question that you can't hear or
18 don't understand in any way then you should feel free to
19 ask me for clarification. Okay?
20 A. Yes.
21 Q. Also, because the transcript is being made of
22 what's being said today it's important that any
23 responses be verbal as opposed to nods or gestures,
24 because that's not accurately reflected in the

Page 7

1 transcript; okay?
2 A. Yes.
3 Q. Likewise, because the transcript is being made
4 it's helpful for the court reporter if only one person
5 is talking at a time, so I'm going to do my best to make
6 sure that you're done with your answer before I ask my
7 next question and, likewise, I would ask that you try to
8 wait until I'm done with my question before you answer
9 to make sure that you understand what the question is,
10 it gives your attorney a chance to object if he chooses
11 to and it helps the court reporter to get everything
12 down accurately. Okay?
13 A. Yes.
14 Q. And then lastly, if we -- if you need to take a
15 break for any reason, use the restroom, take a call,
16 talk to your attorney, that's fine, just raise your
17 hand, say the word. The only rule that we follow is if
18 there is a question pending we would ask that you answer
19 that first and then we'll take a break. Okay?
20 A. Yes.
21 Q. You have the benefit of not having gone first so
22 yesterday I had the occasion to depose Bryan and Lennon,
23 so I think that will expedite your deposition today
24 because I got a lot of background information, just so

Page 8

1 you know.
2 What is your current -- you work currently at
3 UTS; is that right?
4 A. Yes.
5 Q. And are you also an owner of UTS?
6 A. Yes.
7 Q. Are there other owners of UTS?
8 A. Yes.
9 Q. Who are the other owners?
10 A. Steven Crabtree.
11 Q. What is your current position at UTS?
12 A. I am president.
13 Q. How long have you served in that capacity?
14 A. About 18 years.
15 Q. Did you found or cofound UTS?
16 A. No.
17 Q. Okay. So when you -- what was your first
18 involvement with UTS?
19 A. I was a technician in the field from when the
20 company first started.
21 Q. And then you became president about 18 years ago?
22 A. Yes.
23 Q. What are your duties currently as president?
24 A. I do a lot of sales and setting up new projects.

Page 9

1 Q. Okay. And how would you describe the extent of
2 your involvement with the day-to-day operations of UTS?
3 A. I don't have that much involvement in the
4 day-to-day operations.
5 Q. Okay. Who at the company is principally
6 responsible for day-to-day operations?
7 A. My brother Steven, Bryan Crabtree.
8 Q. And has that been the case, that is your
9 involvement in the day-to-day operations, has that been
10 the same over the past 18 years or has it changed during
11 that time?
12 A. My -- my involvement has been fading.
13 Q. Okay.
14 A. You know.
15 Q. Okay. Sorry to interrupt.
16 When did that begin? When did you start fading
17 out your involvement, as you said?
18 A. When my son and my nephew started taking over,
19 taking over that responsibility.
20 Q. Okay. And your son is Lennon?
21 A. Yes.
22 Q. And your nephew is Bryan?
23 A. Right.
24 Q. And what year was that, approximately?

Page 10

1 A. 2018.
2 Q. So prior to 2018 you did have more involvement in
3 the day-to-day operations of UTS?
4 A. Yes.
5 Q. And even prior to 2018 was it still the case that
6 Steven was principally responsible for day-to-day
7 operations?
8 MR. STEINBERG: Objection.
9 You can answer.
10 A. Me and Steve would be involved with the daily
11 operations early on.
12 Q. Okay. Let me ask about the period, say, from
13 2010 to 2018. How would you describe the relative roles
14 that you played and Steven played with respect to
15 day-to-day operations?
16 A. We were both involved in it. The day-to-day
17 operations.
18 Q. I'm going to go ahead and share my screen with
19 you.
20 MR. CHURCHILL: And, Mike, just so you know,
21 but we marked, I think, 22 exhibits yesterday.
22 MR. STEINBERG: 20.
23 MR. CHURCHILL: We're just keeping the same
24 designations for each of the depositions so we don't

Page 11

1 have to keep marking the same documents.
2 MR. STEINBERG: Makes sense.
3 Q. So I'm showing you, Mr. Crabtree, what has been
4 marked as Exhibit 4 which is an 11-page document.
5 And just so you know, in case you see the numbers
6 in the bottom right-hand corner here, these are numbers
7 that lawyers put on documents that we give to each other
8 so we can keep track of where they came from and who
9 gave each other what.
10 So "UTS" means this is a document we got from
11 UTS. And the number there is a serial number so we can
12 keep track of the various documents.
13 So this appears to be a document entitled
14 Employment Policies and Procedures dated January 15,
15 2018. Do you see that?
16 A. Yes.
17 Q. Okay. And if at any point today, since we're
18 doing this remotely, if you want me to make the image
19 bigger or smaller or scroll down, just say the word and
20 I'll do whatever you need me to; okay?
21 A. Sure.
22 Q. Do you recognize this document?
23 A. Yes.
24 Q. What is it?

Page 12

1 A. UTS' Employment Policies and Procedures.
2 Q. Are these policies and procedures updated on a
3 regular basis?
4 A. I believe so.
5 Q. Okay. Have you ever had any involvement with the
6 process of reviewing and revising these policies and
7 procedures?
8 MR. STEINBERG: Objection.
9 A. No.
10 Q. To your knowledge, say from 2015 to the present,
11 who has been involved in that process?
12 A. I believe my brother Steven.
13 Q. Okay. Anyone else?
14 A. We have a -- one of our employees is, specializes
15 in hiring, hiring people, so I can go back and forth to
16 fine tune our procedures.
17 Q. Okay. And who is that employee?
18 A. Charles. Charles Fraser. Chuck Fraser.
19 Q. And does Mr. Fraser still work at UTS?
20 A. Yes.
21 Q. Okay. Let me scroll down to page 6 of this
22 document, and towards the bottom there's a section
23 entitled Expenses - Travel.
24 A. Yes.

Page 13

1 Q. And it says, "UTS will reimburse its field
2 inspectors for travel mileage at the rate of 35 cents
3 per mile."
4 Do you see that?
5 A. Yes.
6 Q. So this was, as we saw at the top, the policy
7 that was in effect dated January 15, 2018. Do you know
8 how long it was, it had been the case that the
9 reimbursement rate was 35 cents per mile?
10 MR. STEINBERG: Objection.
11 A. I don't know. It's been in, in practice for a
12 long time. I don't know the exact years.
13 Q. When you say "it's been in practice for a long
14 time" do you mean the rate of 35 cents?
15 A. Yes.
16 Q. Were you involved -- have you ever had any
17 involvement in determining what that reimbursement rate
18 would be?
19 MR. STEINBERG: Objection.
20 A. Yes.
21 Q. Okay. When is the last time you had any
22 involvement with respect to that issue?
23 A. I would believe around that, this 2018 timeframe.
24 I'm not exactly sure when.

Page 14

1 Q. Okay. And so after -- in or around 2018 going
2 forward, you weren't involved in that decision anymore;
3 is that fair to say?
4 A. Yes.
5 Q. Okay. With respect to the last time that you
6 were involved in the decision about what the
7 reimbursement rate would be, who else was involved in
8 the decision at that time?
9 MR. STEINBERG: Objection.
10 A. Steven Crabtree.
11 Q. And with respect to that occasion, what did you
12 and Steven do -- what information did you rely on when
13 deciding that the reimbursement rate would remain at
14 35 cents?
15 MR. STEINBERG: Objection.
16 A. We -- we discussed 35 cents per mile in regards
17 to the price of gas per gallon, the technicians'
18 vehicles, the wear and tear on their vehicle, and the
19 maintenance. And the use of their vehicle for working.
20 Q. Okay. With respect to any of those issues did
21 you look at any specific data?
22 MR. STEINBERG: Objection.
23 A. No.
24 Q. And when you said you considered the different

Page 15

1 vehicles that employees used, the reimbursement rate was
2 the same for every employee; is that correct?
3 A. Yes.
4 Q. And it was the same reimbursement rate regardless
5 of the year, make, or model of their car?
6 A. Yes.
7 Q. Did you consider the issue of depreciation?
8 MR. STEINBERG: Objection.
9 A. We thought about the wear and tear on, on their
10 vehicles.
11 Q. Okay. But you didn't look at any specific data
12 with respect to wear and tear; is that correct?
13 MR. STEINBERG: Objection.
14 A. No.
15 Q. "No" meaning you did not look at any specific
16 data?
17 A. Yes.
18 Q. Okay. Did you look at any specific data about
19 the cost of maintenance and repairs?
20 A. No.
21 Q. Did you look at any specific data about the
22 differences in the cost of operating the vehicle based
23 on how many miles somebody drives each year?
24 MR. STEINBERG: Objection.

Page 16

1 A. No.
2 Q. When you were deciding on the reimbursement rate
3 did you consider any external studies about the cost of
4 operating a vehicle?
5 MR. STEINBERG: Objection.
6 A. No.
7 Q. Did you consider the IRS reimbursement rate?
8 MR. STEINBERG: Objection.
9 A. No.
10 Q. Have you ever had occasion to take deductions in
11 your tax returns for mileage?
12 A. No.
13 Q. Have you ever received reimbursement for mileage
14 from UTS?
15 A. Yes.
16 Q. When is the last time, approximately?
17 A. The late 1980s to 1990.
18 Q. Okay. And when you last received reimbursement
19 for mileage, say, around 1990, do you recall the rate at
20 which you received reimbursement?
21 A. I think it was 35 cents a mile.
22 Q. Did you ever meet the Plaintiff in this case,
23 Andrew Jefferson?
24 A. No. No, I haven't.


Page 17

1 Q. Okay. During the time that Mr. Jefferson was
2 employed at UTS did you ever have any discussions with
3 anybody else at UTS about him?
4 A. No.
5 Q. Were you aware that a counterclaim was brought in
6 this action by UTS against Mr. Jefferson?
7 MR. STEINBERG: Objection.
8 A. I -- I know about it through my attorneys.
9 Q. Okay. Are you aware of what the allegations are
10 in that counterclaim against Mr. Jefferson?
11 A. Yes.
12 Q. And with respect to the allegations against
13 Mr. Jefferson in the counterclaim, do you have any
14 firsthand knowledge about any of those allegations?
15 MR. STEINBERG: Objection.
16 A. No.
17 Q. Have you, putting aside, I don't want to hear
18 about any conversations you had with your attorneys,
19 have you had discussions with others at UTS about the
20 allegations against Mr. Jefferson in the counterclaim?
21 MR. STEINBERG: Objection.
22 A. No, I haven't.
23 Q. Okay. All right. I may not have anymore for
24 you. Give me a chance to look at my notes and the

Page 18

1 documents and see if there is anything else that I have
 2 to follow up on.
 3 But if I do have more, Michael, it won't be much.
 4 It's 10:22, let's take 10 minutes so I can make sure I
 5 can go through and look at everything, so I'll see you
 6 back at 10:32?
 7 MR. STEINBERG: Sounds good.
 8 MR. CHURCHILL: Okay. Thank you.
 9 (Short break taken.)
 10 Q. All right. I don't have any further questions.
 11 Mr. Crabtree, I thank you for your time.
 12 A. Thank you.
 13 MR. STEINBERG: I don't have anything. I
 14 don't have any questions.
 15 COURT REPORTER: Mr. Steinberg, did you need
 16 a copy of the transcript?
 17 MR. STEINBERG: Yes.
 18 MR. CHURCHILL: Laurie, for us just a PDF
 19 electronic copy.
 20 MR. STEINBERG: Let me echo that request as
 21 well, I do not need paper copies of the transcripts, so
 22 PDF.
 23 (Whereupon, the deposition concluded at
 24 approximately 10:39 a.m.)

Page 19

1 CERTIFICATE
 2
 3 COMMONWEALTH OF MASSACHUSETTS
 4 SUFFOLK, ss.
 5
 6 I, Laurie Langer, Registered Professional Reporter
 and Notary Public in and for the Commonwealth of
 7 Massachusetts, do hereby certify that the witness whose
 deposition is hereinbefore set forth, was duly sworn by
 8 me and that such deposition is a true record of the
 testimony given by the witness.
 9
 10 I further certify that I am neither related to or
 11 employed by any of the parties in or counsel to this
 action, nor am I financially interested in the outcome
 12 of this action.
 13
 14 In witness whereof, I have hereunto set my hand and
 seal this 18th day of April, 2022.
 15
 16
 17

 18 NOTARY PUBLIC
 Commission Expires
 7/27/2023
 19
 20
 21
 22
 23
 24

Page 20

1 DEPOSITION ERRATA SHEET
 2
 3 Our Assignment No: 5182441
 4 Case Caption: Jefferson vs. UTS
 5
 6 DECLARATION UNDER PENALTY OF PERJURY
 7 I declare under penalty of perjury that I have
 8 read the entire transcript of my Deposition taken in the
 9 captioned matter or the same has been read to me, and
 10 the same is true and accurate, save and except for
 11 changes and/or corrections, if any, as indicated by me
 12 on the DEPOSITION ERRATA SHEET hereof, with the
 13 understanding that I offer these changes as if still
 14 under oath.
 15 Signed on the _____ day of _____ 2022
 16
 17 _____
 18 WILLIAM CRABTREE
 19
 20
 21
 22
 23
 24

Page 21

1 DEPOSITION ERRATA SHEET
 2 Page No. ____ Line No. ____ Change to: _____
 3 _____
 4 Reason for change: _____
 5 Page No. ____ Line No. ____ Change to: _____
 6 _____
 7 Reason for change: _____
 8 Page No. ____ Line No. ____ Change to: _____
 9 _____
 10 Reason for change: _____
 11 Page No. ____ Line No. ____ Change to: _____
 12 _____
 13 Reason for change: _____
 14 Page No. ____ Line No. ____ Change to: _____
 15 _____
 16 Reason for change: _____
 17 Page No. ____ Line No. ____ Change to: _____
 18 _____
 19 Reason for change: _____
 20 Page No. ____ Line No. ____ Change to: _____
 21 _____
 22 Reason for change: _____
 23 SIGNATURE: _____ DATE: _____
 24 WILLIAM CRABTREE

Massachusetts Rules of Civil Procedure

Part V. Deposition and Discovery

Rule 30

(e) Submission to Witness; Changes; Signing. When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him, unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed, unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

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ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

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EXHIBIT 6

In the Matter of:
Andrew Jefferson, et al. vs
UTS of Mass., Inc., et al.

Andrew J. Jefferson

June 08, 2022

68 Commercial Wharf • Boston, MA 02110
888.825.3376 - 617.399.0130
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court-reporting.com



Andrew Jefferson, et al. vs
UTS of Mass., Inc., et al.

Andrew J. Jefferson
June 08, 2022

1 COMMONWEALTH OF MASSACHUSETTS
2 MIDDLESEX, SS SUPERIOR COURT DEPARTMENT
3 OF THE TRIAL COURT
4 C.A. NO. 2181CV00680

5 _____X

6 ANDREW JEFFERSON, on behalf of himself
7 and all other employees similarly situated,
8 Plaintiff,
9 vs.

10 UTS OF MASS., INC., WILLIAM P. CRABTREE,
11 and STEVEN T. CRABTREE,
12 Defendants.

13 _____X

14 DEPOSITION OF ANDREW J. JEFFERSON, a
15 witness called on behalf of the Defendants, taken
16 pursuant to the applicable provisions of the
17 Massachusetts Rules of Civil Procedure, before
18 Valerie R. Johnston, Registered Professional
19 Reporter and Notary Public in and for the
20 Commonwealth of Massachusetts, at the Offices of
21 Seyfarth Shaw, LLP, at Seaport East, Two Seaport
22 Lane, Suite 1200, Boston, Massachusetts, on
23 Wednesday, June 8, 2022, commencing at 10:40 a.m.
24

1 INDEX
2 WITNESS: DIRECT CROSS REDIRECT RECROSS
3 Andrew J. Jefferson
4 (by Steinberg) 6

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6 EXHIBITS

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9 Exhibit 2 Bank Statement dated 10/16/20	17
10 Exhibit 3 Massachusetts Attorney General's	
11 Office Wage Complaint or	
12 Dispute	32
13 Exhibit 4 Letter dated August 28, 2018	54
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15 Exhibit 6 UTS of Massachusetts, Inc.	
16 Employment Policies and	
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18 Exhibit 7 First Amended Class Action	
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20 Exhibit 8 Memorandum to All Inspectors	
21 from William P. Crabtree	
22 dated May 1, 2018	126
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1 APPEARANCES:

2
3 On behalf of the Plaintiff:

4
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12 On behalf of the Defendants:

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17 Two Seaport Lane, Suite 1200
18 Boston, Massachusetts 02210-2028
19 617-946-4800
20 msteinberg@seyfarth.com

21
22 Also Present: Steve Crabtree

23 Bryan Crabtree
24

1 EXHIBITS

2 EX. NO.	PAGE NO.
3 Exhibit 9 Timesheets for Dates Worked:	
4 9/22 - 9/28	153
5 Exhibit 10 Timesheets for Dates Worked:	
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22 Exhibit 20 Timesheets for Dates Worked:	
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1 EXHIBITS

2 EX. NO. PAGE NO.

3 Exhibit 21 Timesheet for Dates Worked:

4 5/18 - 5/24 256

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6 Exhibit 23 Email dated August 29, 2019 291

7 Exhibit 24 Email dated October 2, 2019 296

8 Exhibit 25 Timesheet for Dates Worked:

9 12/28 - 1/3 303

10 Exhibit 26 Copy of Book #7 304

11 Exhibit 27 Earthwork Field Report 307

12 Exhibit 28 Letter dated February 12, 2021 308

13 _____

14 (Exhibits scanned and attached to transcripts.)

1 PROCEEDINGS

2 _____

3 ANDREW J. JEFFERSON,

4 having been satisfactorily identified, and duly

5 sworn by the Notary Public, was examined and

6 testified as follows:

7 DIRECT EXAMINATION

8 BY MR. STEINBERG:

9 Q. Good morning.

10 A. Good morning.

11 Q. So just to reiterate, my name is Michael

12 Steinberg. I'm one of the attorneys representing

13 the Defendants in this matter, that's UTS of Mass.,

14 Inc., William Crabtree, and Steven Crabtree, in

15 connection with an action that you filed against

16 them. Do you understand that?

17 A. Yes.

18 Q. Okay. Mr. Jefferson, could you please just

19 state your full and true name for the record.

20 A. Andrew John Jefferson.

21 Q. Okay. Mr. Jefferson, have you ever had

22 your deposition taken before?

23 A. No.

24 Q. Okay. As this is your first time at this,

1 I'm just going to go over a few ground rules that,

2 hopefully, will help this proceeding run more

3 efficiently and smoothly today.

4 So the purpose of this proceeding is for me

5 to ask you some questions about the claims that you

6 have brought in this action against the Defendants

7 who -- just for clarity when I say, "Defendants," I

8 mean UTS of Mass., Inc., and Steven Crabtree and

9 William Crabtree. And your only job here to answer

10 these questions truthfully and accurately. Okay.

11 A. Okay.

12 Q. Now, this is a marathon, not a sprint; so,

13 if at any point you need to use the restroom or have

14 to take a break for any other purpose, to speak to

15 your attorney, let me know and that's absolutely

16 fine.

17 The only rule that I would sort of impose

18 is, if I've asked a question and it's pending, if

19 you could just answer that question first, and then

20 to the extent you need to take a break, we can make

21 that happen. All right?

22 A. Okay.

23 Q. Now, we have a court reporter sitting to my

24 right and to your left. She is the most important

1 person here today, and her job is to take down

2 everything that is said and get a clear transcript;

3 so, it's very important to remember to answer all of

4 my questions with a verbal response such as a yes or

5 a no.

6 In the ordinary course of conversation,

7 it's natural to use body language, a nod of the

8 head, a gesture. Just remember to use a verbal

9 response, and I will try to remember that as well,

10 as we all can occasionally forget. Does that sound

11 okay?

12 A. Yup.

13 Q. Great. Also, because we are trying to get

14 a clear transcript, it's very hard for Valerie to

15 capture cross-talk when people are sort of talking

16 at the same time. So I'd just ask that -- if you

17 can wait until I've finished my complete question

18 before you answer it, and likewise, I will be sure

19 to wait for you to completely answer before I ask

20 another question or follow-up. Is that all right?

21 A. Yup.

22 Q. Okay. Great. Now --

23 MR. CHURCHILL: Michael, can we agree -- I

24 just want to put the stipulations --

1 MR. STEINBERG: Yeah.
2 MR. CHURCHILL: -- on the record before we
3 forget.
4 Can we agree to reserve objections, except
5 as to form, and motions to strike?
6 MR. STEINBERG: That's fine.
7 MR. CHURCHILL: Okay.
8 MR. STEINBERG: And 30 days to read and
9 sign?
10 MR. CHURCHILL: Yup. Thanks.
11 BY MR. STEINBERG:
12 **Q. So I will not pretend that every question**
13 **that I ask is perfectly clear; so, if you answer a**
14 **question, I'm going to assume you've understood it.**
15 **So if you need clarification or need me to repeat**
16 **something I've said, please feel free to ask for**
17 **clarification or ask me to -- to repeat myself.**
18 **Does that work for you?**
19 A. Yup.
20 **Q. Excellent.**
21 **Now, you understand that you're under oath**
22 **here today, right?**
23 A. Correct.
24 **Q. And you understand what that means to be**

1 **under oath?**
2 A. Correct.
3 **Q. Okay. And you understand that your**
4 **obligation to tell the truth here today is just the**
5 **same as it would be if we were in front of a judge**
6 **or a jury in a more formal setting?**
7 A. Yes.
8 **Q. Okay. Have you -- strike that.**
9 **Are you presently under the influence of**
10 **any alcohol or other substance that might impact**
11 **your ability to recall information?**
12 A. No.
13 **Q. Otherwise, testify accurately or**
14 **truthfully?**
15 A. No.
16 **Q. Okay. Can you think of any other reason**
17 **why you would not be able to testify truthfully and**
18 **accurately today?**
19 A. No.
20 **Q. Okay. So let's start with some -- some**
21 **basics. What is your date of birth?**
22 A. 9/16/1992.
23 **Q. Okay. And are you married?**
24 A. Yes.

1 **Q. Okay. What's your spouse's name?**
2 A. Taelour Jefferson.
3 **Q. And how do you spell that?**
4 A. T-A-E-L-O-U-R.
5 **Q. Okay. And when were you married?**
6 A. August of 2019.
7 **Q. Okay. And what is Taelour's occupation?**
8 A. A track and field coach.
9 **Q. Is that at a -- a school or somewhere**
10 **else?**
11 A. Correct, at a school.
12 **Q. Okay. What's your present residential**
13 **address?**
14 A. 88 Prescott Street, Unit 6, Lowell,
15 Massachusetts.
16 **Q. And for how long have you been at that**
17 **address?**
18 A. October of 2021.
19 **Q. So just to clarify, in October of 2021,**
20 **that's when you began living at the 88 Prescott**
21 **Road -- Road address, is that correct?**
22 A. Correct.
23 **Q. Okay. And prior to October of 2021, what**
24 **was your residential address?**

1 A. 16 Old Elm Street in Salisbury,
2 Massachusetts.
3 **Q. Okay. And I want to go back to Prescott**
4 **Road. Is that a -- an apartment or some other kind**
5 **of house?**
6 A. It is a condo.
7 **Q. Okay. And do you own?**
8 A. Correct.
9 **Q. 16 Old Elm in Salisbury --**
10 A. Correct.
11 **Q. -- was that a residence that you owned?**
12 A. No.
13 **Q. Okay. What was the -- what type of**
14 **residence was it?**
15 A. It was a rent-free residence.
16 **Q. I'm sorry. Let me clarify. Was that a**
17 **single-family home or an apartment?**
18 A. Single-family home.
19 **Q. Okay. And you said it was rent-free.**
20 **Could you just clarify the nature of your -- your**
21 **residence at 16 Old Elm.**
22 A. My wife's in-law -- my wife's parents.
23 Excuse me.
24 **Q. Okay. So Taelour's parents' house is the**

1 **16 Old Elm address in Salisbury?**
2 A. Correct.
3 **Q. All right. And am I correct that you lived**
4 **at 16 Old -- that you lived at Salisbury until -- at**
5 **16 Old Elm Street until October of 2021?**
6 A. Correct.
7 **Q. And when did you begin living there?**
8 A. Can you clarify the question.
9 **Q. Sure. So as I understand your testimony,**
10 **in October of 2021, you moved from Salisbury to**
11 **Lowell where you currently reside, is that**
12 **correct?**
13 A. That is correct.
14 **Q. So, similarly, I'm interested in from when**
15 **to when were you living at 16 Old Elm Street in**
16 **Salisbury.**
17 A. Oh. Understood.
18 **Q. Yeah.**
19 A. I'm not a hundred percent sure on the exact
20 date as to when I made the transition to Salisbury.
21 **Q. Okay. Do you remember approximately**
22 **when?**
23 A. It's a bit hazy in terms of the transition
24 between my previous residency of renting to living

1 with my in-laws. It was more of a fluid transition
2 or prolonged transition, so to say, if that makes
3 sense.
4 **Q. Okay. So why don't I approach it this way:**
5 **Am I correct that, at some point prior to living**
6 **full time at 16 Old Elm Street in Salisbury, you**
7 **lived somewhere else?**
8 A. Correct.
9 **Q. Okay. What -- what was that address?**
10 A. That was 247 --
11 **Q. Yeah.**
12 A. -- Magoon Road in Orange, Massachusetts.
13 **Q. When did you begin living at 247 Magoon**
14 **Road?**
15 A. I'm not a hundred percent sure as to the
16 exact date. For reference, probably, about a year
17 prior to my employment with UTS.
18 **Q. Okay. And do you remember when your**
19 **employment with UTS began?**
20 A. Not the exact date.
21 **Q. Do you remember approximately when?**
22 A. 2018 or -- yeah. 2018.
23 **Q. Okay. So at some point, perhaps, in the**
24 **year 2017, would it be fair to say you moved to the**

1 **247 Magoon Road address in Orange, Massachusetts?**
2 A. Correct.
3 **Q. Okay. And so from sometime in 2017 until a**
4 **certain date, which you said was fluid -- am I**
5 **correct?**
6 A. Yes. Yes.
7 **Q. -- you were living in -- at 247 Magoon**
8 **road? My -- my question is could you just explain**
9 **what you mean by the sort of fluidity of that**
10 **transition?**
11 A. Obviously, moving furniture and such to one
12 residence to another was that fluid transition which
13 took place over a month or -- or two.
14 **Q. Okay. So do you remember approximately**
15 **when -- and a month is fine --**
16 A. Uh-huh.
17 **Q. -- you had completed the move from 247**
18 **Magoon Road in Orange to 16 Old Elm in Salisbury?**
19 A. I'd say February of 2021.
20 **Q. Okay. And so is it your recollection that**
21 **you began that move in, approximately, January of**
22 **2021?**
23 A. That -- that would -- that would be
24 correct.

1 **Q. Okay. So I'm going to introduce an exhibit**
2 **now just to help anchor our discussion. I apologize**
3 **in advance. This is a thick packet.**
4 MR. STEINBERG: Can we mark this as Exhibit
5 1, please.
6 (Document marked as Exhibit 1
7 for identification)
8 BY MR. STEINBERG:
9 **Q. Mr. Jefferson, do you understand that**
10 **you've produced documents in connection with**
11 **requests for documents served by the Defendants in**
12 **this case?**
13 A. Yes.
14 **Q. Okay. So Exhibit -- if you could just take**
15 **a moment to flip through the pages of what's been**
16 **marked as Exhibit 1. Let me know if you recognize**
17 **those documents.**
18 A. I do.
19 **Q. Okay. And, actually, now we've got to**
20 **introduce another exhibit. My apologies.**
21 MR. STEINBERG: This will be Exhibit 2.
22 **Q. While we're doing that, what do you**
23 **recognize Exhibit 1 to be?**
24 A. It appears to be my bank statements.

1 **Q. Okay. From what bank do these statements**
2 **come from?**
3 A. What was known as Century Bank.
4 **Q. Okay. And is that where you do your**
5 **personal banking?**
6 A. Correct.
7 **Q. Okay.**
8 MR. STEINBERG: Can we mark it as Exhibit
9 2, please.
10 (Document marked as Exhibit 2
11 for identification)
12 BY MR. STEINBERG:
13 **Q. And how -- to the best of your**
14 **recollection -- and we'll look at that exhibit in a**
15 **moment.**
16 **To the best of your recollection, how do**
17 **you receive -- how did you receive bank statements**
18 **as of the -- the date of the statement that has been**
19 **entered as Exhibit 2? Did you receive them -- by**
20 **which I mean, did you receive them electronically or**
21 **did you receive them in some other fashion?**
22 A. I requested them from my bank
23 electronically.
24 **Q. Okay. So I think I might have -- you might**

1 **have been answering a slightly different question.**
2 **In or around October 16th, 2020, the date of this**
3 **statement, do you recall how you would have received**
4 **a copy of your bank statement?**
5 A. Via email.
6 **Q. Okay. So electronically?**
7 A. Correct.
8 **Q. All right. And was it your practice to**
9 **maintain an up-to-date address on file with Century**
10 **Bank?**
11 A. Unfortunately, no.
12 **Q. Okay. So looking at the address here, do**
13 **you -- do you see the -- that there -- in the sort**
14 **of top left-hand corner on Page Bates labeled**
15 **Jefferson 1823 at the bottom, there -- there are two**
16 **names there. Andrew John Jefferson. Do I have that**
17 **right?**
18 A. Correct.
19 **Q. So that would be you?**
20 A. Correct.
21 **Q. And then Lourie Ann Jefferson. Who is**
22 **that?**
23 A. That is my mother.
24 **Q. Okay. So is this -- explain why -- why**

1 **your mother's name appears on this bank statement.**
2 A. This was an account my mother opened for me
3 when I was a child, which I have kept since then.
4 **Q. Okay. Is this your primary personal**
5 **banking account?**
6 A. That is correct.
7 **Q. Now, the address here, 16 Old Elm Street in**
8 **Salisbury, would that reflect your current**
9 **residential address as of the date of this bank**
10 **statement?**
11 A. Based on my prior statement earlier in the
12 deposition.
13 **Q. So why don't you -- why don't you remind me**
14 **which prior statement you're referring to.**
15 A. The statement in which I was asked when I
16 moved from Orange to Salisbury.
17 **Q. Okay. So is it your testimony that -- the**
18 **address that appears here as 16 Old Elm Street in**
19 **Salisbury with -- for the October 16th, 2020, bank**
20 **statement which has been marked as Exhibit 2 in this**
21 **deposition, is it your testimony that that was --**
22 **was an inaccurate residential address?**
23 A. Potentially.
24 **Q. Okay. At what point, to the best of your**

1 **recollection, did you -- if at any time, did you**
2 **alert Century Bank that you were living in Orange,**
3 **Massachusetts?**
4 A. Are you asking when I alerted them?
5 **Q. Well, strike that. I'll ask a better**
6 **question.**
7 **At some point subsequent to moving to**
8 **Orange, did you update your residential address with**
9 **Century Bank?**
10 A. Yes.
11 **Q. Okay. And so I take it that would have**
12 **been at some point in time prior to the date of this**
13 **bank statement, right?**
14 A. Correct.
15 **Q. Okay. So fair to say that, at some point**
16 **between when you updated your address with Century**
17 **Bank to be in Orange and the date of this statement,**
18 **there was some sort of change of address of which**
19 **the bank was notified; would that be a fair**
20 **statement?**
21 A. Correct.
22 **Q. Okay. So my question, then, is: Why would**
23 **that have been as of October 16th, 2020, if you did**
24 **not relocate from Orange, Massachusetts until, as**

1 you recall, sometime in early 2021?
2 A. Can you repeat that question, please.
3 Q. Sure. So I think we just established that,
4 at some point prior to the date of this
5 October 16th, 2020, bank statement which has an
6 address of 16 Old Elm Street in Salisbury, your bank
7 records would reflect a different address, right?
8 A. Correct.
9 Q. And so it would be fair to say that, at
10 some point on or prior to October 16th, 2020,
11 somebody, either your mother or you, alerted the
12 bank to a change in address, is that correct?
13 A. That is correct.
14 Q. Okay. And so my question is: Given your
15 testimony that you did not move from Orange until
16 early 2021, what -- what would the reason have been
17 for the bank's records to reflect an address of 16
18 Old Elm street in Salisbury as of October 16th,
19 2020?
20 MR. CHURCHILL: Objection.
21 You can answer.
22 A. I made the change due to an unknown or
23 unpredictable living situation at the time. Me and
24 my wife were looking to relocate; so, preemptively,

1 we started making changes to where our mail would go
2 to kind of help that situation to wherever we ended
3 up living thereafter.
4 Q. Why were you looking to relocate?
5 A. Didn't want to rent anymore.
6 Q. Okay. Just to circle back on -- I believe
7 you testified to this earlier, but I just want to
8 make sure I understand. For the entire period of
9 your employment with UTS until, approximately,
10 February of 2021, am I correct that your residential
11 address, according to you, is 247 -- was 247 Magoon
12 Road in Orange?
13 A. That is correct.
14 Q. Okay. And do you have any recollection as
15 you sit here today of whether you ever alerted UTS
16 to a change of address?
17 A. I did notify them of my change of address.
18 Q. Do you remember approximately when?
19 A. It would be under a UTS email that I sent
20 to UTS to notify them of my address change.
21 Q. Okay. And would that have been when you
22 were first -- in your words -- preemptively thinking
23 about making a change in your ownership status, or
24 would that have been after your move was

1 completed?
2 A. After I was permanently relocated, I
3 notified UTS of my permanent address change.
4 Q. Okay. So I'm going to switch gears for a
5 minute.
6 You testified earlier that you've never
7 been deposed before. Have you ever given live
8 testimony in a court of law?
9 A. No, I haven't.
10 Q. Okay. What did you do to prepare for your
11 deposition today?
12 A. I had a discussion with my attorney.
13 Q. Okay. And I'm going to say right now that
14 I don't want to know the substance of any
15 discussions you had with your attorney. Attorney
16 Churchill will interrupt, if need be, should any
17 testimony go in that direction.
18 Approximately, when was that meeting with
19 Attorney Churchill?
20 A. Yesterday.
21 Q. Okay. And how long approximately?
22 A. Two hours.
23 Q. Okay. Apart from meeting with Attorney
24 Churchill yesterday for approximately two hours, did

1 you do anything else to prepare for today's
2 deposition?
3 A. Email correspondence between me and my
4 attorney -- attorney. Excuse me.
5 Q. All right. Did you review any documents?
6 A. Can you clarify that question.
7 Q. Sure. I'll try. Did you look at, examine
8 any documents to prepare for today's deposition?
9 A. The documents that were provided to me by
10 my attorney I reviewed.
11 Q. Okay. And -- and which documents would
12 those be?
13 A. Legal documents stating questions, I
14 believe. I'm not sure what the technical term is of
15 those legal documents, but those are the extent that
16 I -- I reviewed.
17 Q. Okay. So you reviewed legal documents
18 related to this case?
19 A. Correct.
20 Q. Okay. And am I correct, then, that you
21 didn't look at any other documents in preparation
22 for today's deposition?
23 A. No.
24 Q. Okay. Have you spoken with anybody, other

1 than Attorney Churchill, about today's deposition?
2 A. My wife.
3 Q. Okay. Other than your wife and Attorney
4 Churchill, have you spoken with anybody else about
5 today's deposition?
6 A. No, I haven't.
7 Q. Okay. I'm going to -- there are a few
8 names that I want to go through just to ask you for
9 each one, as best as you can recall, when you last
10 spoke with that person.
11 To the best of your recollection, when's
12 the last time you spoke with Bryan Crabtree?
13 A. During my employment.
14 Q. Okay. And I -- I believe you said
15 earlier -- but correct me if I'm wrong -- that your
16 employment with UTS began sometime in 2018, is that
17 right?
18 A. To my recollection, yes.
19 Q. Okay. And do you recall when your
20 employment ended?
21 A. 2021.
22 Q. Okay. And so in terms of the -- the time
23 span of your employment, your last discussion with
24 Bryan Crabtree, when would that have fallen on that

1 timeline?
2 A. Likely, the closing interview following my
3 notice of departure.
4 Q. Okay. And was that closing interview
5 something that Bryan reached out to you about or did
6 you request to have an exit interview?
7 A. He requested.
8 Q. Okay. Do you remember approximately when
9 that closing interview took place?
10 A. I cannot recall.
11 Q. Is it fair to say it would have been near
12 the end of your employment?
13 A. That is correct.
14 Q. Okay. And tell me what you remember about
15 that closing interview with Bryan.
16 A. Not much, other than, is there anything
17 that we can do to -- if I remember -- to keep you
18 on. If not, have success moving forward. It was
19 very cordial.
20 Q. Okay. So I just want to clarify that for a
21 second. Is it your testimony that Bryan,
22 essentially, asked you if there was anything that
23 the company could do to keep you on?
24 A. If -- I -- I believe that is correct, yes.

1 Q. And what did you say to him in response to
2 that?
3 A. Unfortunately, no. I wanted to make a
4 career change.
5 Q. Okay. Anything else you remember about the
6 exit interview?
7 A. Nothing specific.
8 Q. How long would you say it lasted?
9 A. 15, 20 minutes.
10 Q. Okay. How about Steven Crabtree; you know
11 Steven Crabtree, right?
12 A. That is correct.
13 Q. When is the last time -- as you sit here
14 today, when is the last time that you recall
15 speaking with Steven Crabtree?
16 A. I could not remember.
17 Q. Okay. Do you remember ever speaking to
18 Steven Crabtree?
19 A. Yes.
20 Q. Okay. Approximately, how many times would
21 you say in your life you have spoken to Steven
22 Crabtree?
23 A. About a dozen.
24 Q. Okay. And would those have all been during

1 your employment at UTS?
2 A. That is correct.
3 Q. All right. And generally speaking --
4 you -- you've testified to a recollection of
5 speaking with Steven about a dozen times. Generally
6 speaking, what was the subject matter of those -- of
7 those discussions with him?
8 A. Very light conversation, how's it going.
9 That's usually the -- the gist of the conversations.
10 Q. And would those typically take place in
11 person or by some other means?
12 A. Typically, in person.
13 Q. Okay. Where -- where in person?
14 A. At the office.
15 Q. Okay. The UTS office?
16 A. That is correct.
17 Q. All right. How about William Crabtree;
18 when's the last time you recall speaking to him?
19 A. I could not remember.
20 Q. Okay. Do you have any recollection of ever
21 having spoken to William Crabtree?
22 A. Yes.
23 Q. Approximately, how many times have you
24 spoken to William Crabtree?

1 A. About half a dozen times.
2 **Q. Okay. So, approximately, six times,**
3 **maybe?**
4 A. Approximately.
5 **Q. Okay. Generally speaking, what would the**
6 **subject matter of those conversations be?**
7 A. Related to questions about job sites.
8 **Q. Okay. Do you remember an example of such a**
9 **question?**
10 A. Do you remember client such and such at --
11 regarding this job.
12 **Q. Okay. Regarding Steve Crabtree and William**
13 **Crabtree, have you just testified to the extent of**
14 **your recollection about the subject matter of your**
15 **conversations with them at any point?**
16 A. To the best of my ability, yes.
17 **Q. Okay. Do you know somebody named Graham**
18 **Ingallina?**
19 A. Yes.
20 **Q. Who is he?**
21 A. I'm not sure on his exact job title, but he
22 was a quote/unquote supervisor for my position.
23 **Q. Okay. Was he your direct supervisor?**
24 A. I would say, yes.

1 **Q. Okay. When's the last time that you spoke**
2 **to Mr. Ingallina?**
3 A. I could not recall.
4 **Q. Have you spoken to him at any point since**
5 **the end of your employment with UTS?**
6 A. Other than notifying him I'm no longer at
7 UTS and wishing him the best of luck.
8 **Q. Okay. And when -- when would that have**
9 **been?**
10 A. Either at the end of my employment or a
11 week or so afterwards.
12 **Q. Okay. Did Mr. Ingallina send any reply to**
13 **your communication to him in which you notified him**
14 **that you were leaving UTS?**
15 A. You're asking if he replied to my --
16 **Q. Correct.**
17 A. He said -- yup. He replied.
18 **Q. And what did he say?**
19 A. Good luck. Hope the best.
20 **Q. Okay.**
21 A. Something along those lines.
22 **Q. Am I correct that you've not spoken to**
23 **Mr. Ingallina about this litigation?**
24 A. That is correct.

1 **Q. How about -- zooming out a bit -- anybody**
2 **who you used to work with at UTS; have you spoken to**
3 **any such person about this litigation?**
4 A. That is correct. I have not spoken to
5 anyone about this litigation.
6 **Q. Okay. And just to clarify, when you say,**
7 **"anyone," you mean anyone with whom you used to work**
8 **with at UTS?**
9 A. Correct.
10 **Q. Have you ever been a party to a lawsuit**
11 **prior to -- to this one?**
12 A. No.
13 **Q. All right. Have you ever -- again, apart**
14 **from the administrative complaint related to this**
15 **case, have you ever filed a charge or a claim**
16 **against anybody else with a state or federal**
17 **administrative agency?**
18 A. No.
19 **Q. Okay. Have you ever been sued?**
20 A. No.
21 **Q. Have you ever filed for bankruptcy?**
22 A. No.
23 **Q. Let's take a look at another document.**
24 A. Can I grab another water, please.

1 **Q. Of course.**
2 A. Thank you.
3 MR. STEINBERG: Mark that.
4 (Document marked as Exhibit 3
5 for identification)
6 BY MR. STEINBERG:
7 **Q. Mr. Jefferson, I've just -- you've just**
8 **been handed what has been marked as Exhibit 3 for**
9 **identification purposes in this deposition. Do you**
10 **recognize it?**
11 A. That is correct.
12 **Q. So --**
13 A. Sorry. Sorry. My brain was -- was on
14 autopilot. I apologize.
15 Can you repeat the question, please.
16 **Q. Yeah. Looking at Exhibit 3, do you**
17 **recognize what it is?**
18 A. It appears to be a filing regarding this
19 litigation, if that's the proper term.
20 **Q. So I appreciate that answer. Putting aside**
21 **what it appears to be to you now, do you recognize**
22 **it from seeing it prior to today's deposition?**
23 A. To my -- I believe this is the first time
24 I'm seeing this.

1 **Q. Sorry. I didn't want to interrupt you.**

2 A. It looks like a complaint that either I or
3 with the assistance of -- of Ben that I had filled
4 this out regarding this -- this case.

5 **Q. Okay. And by, "Ben," to whom are you**
6 **referring just for the sake of clarity?**

7 A. Sorry. Ben Steffans, who is also an
8 attorney for this case for me.

9 **Q. Okay. Looking at Exhibit 3, do you recall**
10 **having anything to do with drafting any of the --**
11 **the statements that you see here?**

12 A. Yup. It looks to be in line with this
13 case.

14 **Q. So I appreciate that answer. My -- my**
15 **question was a little -- a little different. Do you**
16 **recall in looking at Exhibit 3 -- and take your time**
17 **to look through it -- the drafting of any of the --**
18 **the statements that you see filled out here?**

19 A. Yes.

20 **Q. Okay. Which -- which statements do you**
21 **recognize to be ones that you've drafted?**

22 A. I'm a little confused on, I guess, the
23 question.

24 **Q. Sure. So why don't we take a look at a**

1 **particular part of the document. If you'll go to**
2 **the third page which has a -- a serial number,**
3 **Jefferson 127 at the bottom left. It's the third**
4 **page of the document.**

5 A. Correct.

6 **Q. Do you see at the top there's a bold**
7 **sentence. It says, "Provide detailed information**
8 **about what happened, including relevant dates and**
9 **names." Do you see that?**

10 A. Yes.

11 **Q. "If you have complained to the employer,**
12 **tell us what happened." Did I read that**
13 **correctly?**

14 A. Correct.

15 **Q. Then there's some additional instructions**
16 **below that. And I'm going to read this following**
17 **sentence to you: It says, "Mr. Jefferson's employer**
18 **did not adequately reimburse him for transportation**
19 **expenses." Do you see that?**

20 A. Yup.

21 **Q. Do you know who prepared that sentence?**

22 A. I am not sure if it was myself or Ben.

23 **Q. Okay. And if you had prepared it, would it**
24 **be your -- your practice to refer to yourself in the**

1 **third person?**

2 MR. CHURCHILL: Objection.

3 A. Not typically.

4 **Q. Okay. So am I correct that the only**
5 **alleged non-payment of wages that is addressed in**
6 **this complaint that we're looking at as Exhibit 3**
7 **relates to this statement, "Mr. Jefferson's Employer**
8 **did not adequately reimburse him for transportation**
9 **expenses"?**

10 A. That is correct.

11 **Q. Am I correct that you have no other claims**
12 **of alleged non-payment of wages against UTS?**

13 A. That is correct.

14 **Q. And you're not asserting any such claims in**
15 **this lawsuit?**

16 A. That is correct.

17 **Q. Okay. Very quickly, have you ever been**
18 **convicted of a crime before?**

19 A. I don't believe so.

20 **Q. So, I guess, I want to try to answer that**
21 **answer a little better. I -- at least -- your use**
22 **of the word, "believe," suggests that you have some**
23 **sort of a -- you're expressing some sort of a**
24 **subjective belief about whether you've been**

1 **convicted of a crime. I'm just wondering, either**
2 **yes or no, have you ever been convicted of a**
3 **crime?**

4 A. No, I have not been convicted of a crime.

5 **Q. Okay. Have you ever been charged with a**
6 **crime?**

7 A. I would say no.

8 **Q. Okay. Have you ever been arrested**
9 **before?**

10 A. I'm not sure what constitutes as arrested.

11 **Q. I can ask a more specific question. Have**
12 **you ever been detained by law enforcement?**

13 A. Yes.

14 **Q. Okay. When, approximately, was that?**

15 A. Elementary school.

16 **Q. Okay. Are you saying that the last time**
17 **that you've had -- you've ever been detained by law**
18 **enforcement was in elementary school?**

19 A. That is correct.

20 **Q. Okay. Have you ever filed a criminal**
21 **complaint against any other person?**

22 A. No.

23 **Q. Okay. Aside from what we just discussed,**
24 **have you ever been involved in any other legal**

1 proceeding of any kind, apart from this
2 litigation?
3 A. No.
4 **Q. Okay. So I want to switch gears now and**
5 **learn a little bit more about you.**
6 A. Uh-huh.
7 **Q. So first --**
8 A. Can we take a break real quick to go to the
9 bathroom?
10 **Q. Yeah. Of course, yes.**
11 MR. STEINBERG: Why don't we take five
12 minutes to go off the record.
13 (Recess, 11:23 a.m. - 11:33 a.m.)
14 BY MR. STEINBERG:
15 **Q. All right. Before we move on to the topic,**
16 **I actually did have one -- one question that I meant**
17 **to ask you before about your criminal background**
18 **which is, I understand you've testified that you've**
19 **never been convicted of a crime. Have you ever been**
20 **a defendant in a criminal case?**
21 A. No.
22 **Q. Okay. So now let's talk a bit about your**
23 **educational background. Where did you go to high**
24 **school, if anywhere?**

1 A. I went to Everett High School.
2 **Q. Everett, Massachusetts?**
3 A. That is correct.
4 **Q. And did you graduate?**
5 A. Yes.
6 **Q. When did you graduate?**
7 A. 2011.
8 **Q. All right. And did you subsequently obtain**
9 **any additional education?**
10 A. I went to college after high school.
11 **Q. Where?**
12 A. UMass. Lowell.
13 **Q. What kind of program were you enrolled**
14 **in?**
15 A. The civil engineering program.
16 **Q. And is that a four-year -- did you come out**
17 **of that program with a four-year degree?**
18 A. A bachelor's degree, correct.
19 **Q. Okay. And did you know as you transitioned**
20 **from high school to UMass. Lowell, did you know at**
21 **the outset that you were interested in**
22 **engineering?**
23 A. I was interested in engineering from the
24 get-go, correct.

1 **Q. Okay. What about engineering was**
2 **attractive to you as an area of study?**
3 A. Being involved in construction was a
4 interest of mine; so, civil engineering was a easy
5 decision.
6 **Q. Did you have any background in construction**
7 **growing up?**
8 A. I did odd jobs involved in -- and growing
9 up, watching construction in Boston, just generally
10 curious.
11 **Q. Okay. Apologies if I already asked you.**
12 **Did you graduate from the civil engineering program**
13 **at UMass. Lowell?**
14 A. That is correct.
15 **Q. Okay. And when did you graduate?**
16 A. 2015.
17 **Q. Okay. During college, did you have any**
18 **employment?**
19 A. I worked at my -- where my mom had worked
20 doing summer work. Yeah.
21 **Q. Was that engineering related or a different**
22 **kind of job?**
23 A. Labor.
24 **Q. All right. So how about when you graduated**

1 **from UMass. Lowell; let's start there. What was the**
2 **first position you obtained, if any, upon**
3 **graduating?**
4 A. I worked at LGCI as a field engineer.
5 **Q. What kind of company is LGCI?**
6 A. It is a geotechnical consulting --
7 **Q. Okay.**
8 A. -- engineering firm.
9 **Q. All right. And you said you were a field**
10 **engineer. What were your job responsibilities?**
11 A. Observing sites, whether in construction or
12 prior to construction.
13 **Q. Okay. So I'm interested in what you mean**
14 **by -- for those of us who are not familiar with the**
15 **kind of work that you have -- have been engaged in.**
16 **When you say observing a construction site, tell me**
17 **what that entails.**
18 A. As part of being with a geotechnical
19 consulting firm, our main responsibility is to
20 observe soil conditions in the ground both prior and
21 during construction; so, that was my job is
22 observing soil conditions.
23 **Q. Okay. And I guess I'm -- I'm wondering,**
24 **when you say, "soil conditions," do you mean the --**

1 the quality of the soil itself or do you mean some
2 other attributes related to the soil?
3 A. Typically, the -- the quality or
4 composition of the soil.
5 Q. Okay. And does that require you to rely on
6 your engineering background?
7 A. That is correct. It relies on my
8 education, as well as my experience in the field.
9 Q. So what about -- what is it about an
10 engineering background that you bring to bear when
11 you're observing soil at a job -- at a construction
12 site?
13 A. Knowledge from my soils-related classes in
14 college.
15 Q. Okay. What is the purpose of -- well,
16 strike that. Let me ask you a pretty general
17 question.
18 Why does a contractor or subcontractor,
19 say, hire a firm like LGCI to send an engineer such
20 as yourself to observe soil? What's the purpose of
21 that?
22 A. To uncover what's beneath the ground's
23 surface and to relay that information to them to
24 provide recommendations on whatever they plan on

1 building on top of that soil.
2 Q. So would it be fair to say that this sort
3 of work occurs while -- so am I correct that
4 during -- for your work at LGCI, you were observing
5 soil before a project began construction?
6 A. Correct.
7 Q. And would that observation continue during
8 the course of a construction project?
9 A. More often but not always.
10 Q. Okay. And what, if any, sort of safety
11 implications are there related to, you know, the
12 quality of the soil at a construction site?
13 A. Can you repeat the question or...
14 Q. Sure. So let me ask a different question.
15 What sort of decisions at a construction site would
16 be impacted by information related to the quality of
17 the soil?
18 MR. CHURCHILL: Objection.
19 A. You're asking, following the investigative
20 soils observation, what would the contractor then
21 do?
22 Q. Yeah. I -- I can even ask a different
23 question. Why does the contractor care about the --
24 what you observe related to the soil at a

1 construction site?
2 MR. CHURCHILL: Objection.
3 A. They don't want their building to fall
4 down.
5 Q. Okay. So there are -- it sounds like there
6 are pretty important safety-related implications of
7 your soil observation work for LGCI. Would that be
8 a fair statement?
9 A. That is correct.
10 Q. Okay. How long -- from when to when were
11 you at LGCI as a field engineer?
12 A. Since graduating college up to my
13 employment with UTS.
14 Q. So from, let's say, 2015 to sometime in
15 2018?
16 A. When I started at UTS, correct.
17 Q. Okay. And you joined LGCI as a field
18 engineer?
19 A. Correct.
20 Q. Did your position change at any point
21 during your employment there?
22 A. I don't believe the title necessarily
23 changed, but my responsibilities grew as my -- as my
24 experience also developed.

1 Q. And why did you -- what were the
2 circumstances of your departure from LGCI?
3 A. You're asking the reasons why?
4 Q. I -- yes. I'm asking why you left LGCI.
5 A. Change of company.
6 Q. So I understand that the outcome of your
7 leaving LGCI was that you were employed by a
8 different company. My question is -- well, strike
9 that. I'll ask a different question.
10 Was your departure from LGCI voluntary or
11 involuntary?
12 A. Voluntary.
13 Q. Okay. So that means you resigned of your
14 own accord?
15 A. Correct.
16 Q. And that was for what reason?
17 A. Change of pace or space.
18 Q. So yeah. Elaborate on what you mean by
19 that.
20 A. Different aspects -- being involved in
21 different aspects of construction.
22 Q. Okay. And where did you go from LGCI?
23 A. I went to UTS following LGCI.
24 Q. Okay. Was there anything about UTS

1 specifically that was attractive to you?

2 A. I interacted with many of their field
3 representatives during my employment with LGCI, and
4 all of the individuals I interacted with seemed like
5 great people, and as such, they either recommended
6 that I -- I join UTS, given my abilities, or just
7 out of sheer -- the fact that I would be working
8 individuals I -- I enjoyed working with; so, I
9 decided -- those were -- were the reasons I moved
10 over to UTS.

**11 Q. And how did you come to learn about the
12 availability of a -- a position at UTS?**

13 A. I believe it was a gentleman name Bob Sasso
14 who suggested that I apply as an engineer, a field
15 engineer, given their likely need for such a -- such
16 an employee.

**17 Q. And did you have a preexisting relationship
18 with Mr. Sasso?**

19 A. Not only -- only from field interactions on
20 construction sites.

**21 Q. Oh, okay. So do I understand correctly
22 that, in connection with your work as a field
23 engineer at LGCI, you had previously interacted with
24 Mr. Sasso at construction sites?**

1 A. During my employment with LGCI, I
2 interacted with Bob Sasso at construction sites,
3 correct.

**4 Q. Okay. So UTS for -- for the -- for that
5 site or those sites in which you interacted with Mr.
6 Sasso, UTS, and LGCI were both -- both had
7 representatives at the project?**

8 A. Correct.

**9 Q. Okay. How were you compensated as a field
10 engineer at LGCI?**

11 A. Hourly.

**12 Q. Okay. Do you remember what your hourly
13 rate of pay was?**

14 A. I couldn't -- I wouldn't be able to recall
15 that off the top of my head.

**16 Q. Apart from an hourly rate of pay, did you
17 receive any other compensation when you were
18 employed at LGCI?**

19 A. Yes.

**20 Q. And what -- what was that additional
21 compensation?**

22 A. Yearly bonuses and mileage reimbursement.

**23 Q. Okay. And what was -- how were you
24 reimbursed for mileage at LGCI?**

1 A. On a project-to-project travel from -- from
2 the office.

3 Q. Okay. Let me ask a different question.

4 How much were you reimbursed for mileage at LGCI?

5 A. I was reimbursed the IRS rate provided by
6 the United States of America.

**7 Q. Okay. And when you say, "the IRS rate
8 provided by the United States of America" -- I
9 apologize, I don't mean to laugh, I just want to
10 clarify -- what do you understand the IRS rate to
11 mean?**

12 A. A rate to correlate to one's expense for
13 using their personal vehicle for work purposes.

**14 Q. Okay. And when you were employed at LGCI,
15 I take it that the IRS was not your employer, right?**

16 A. Correct.

17 Q. You -- you were not a federal employee?

18 A. Correct.

**19 Q. The IRS did not pay you any reimbursement
20 rate for mileage during your employment?**

21 A. Correct.

22 Q. Who provided the reimbursement?

23 A. LGCI.

24 Q. Okay. So I just want to clarify. When we

**1 say it's a -- a rate provided by the United States
2 of America, you mean to say that -- that a rate set
3 by a federal agency was used by your employer to
4 reimburse you for mileage, is that correct?**

5 A. Correct.

**6 Q. And did it -- did the rate change at all
7 during your employment at LGCI?**

8 A. Yes. Every year when the IRS modified
9 their rate, so did LGCI modify their -- their rate
10 of compensation.

**11 Q. So apart from mileage at LGCI, did you
12 receive any other reimbursements for expenses?**

13 A. Not to my knowledge, no.

**14 Q. When you were an employee at LGCI, did you
15 ever incur parking expenses?**

16 A. There were times that I had to stay at a
17 hotel, I believe, in the Cape and the company
18 compensated me for those expenses.

19 Q. So I appreciate that answer.

20 A. Yup.

21 Q. My question was a bit different.

**22 Specifically parking expenses, were those part of
23 what you were reimbursed for at LGCI?**

24 A. If I was able to provide receipts for such

1 expenses, they were -- they were compensated. They
2 were provided -- I was provided compensation for
3 them, yes.

4 **Q. What about tolls?**

5 A. Same thing; if I provided receipts of such,
6 I was compensated.

7 **Q. Okay. What about materials apart from --**
8 **or strike that.**

9 **What about reimbursements, other than**
10 **transportation-related reimbursements; did you**
11 **receive any such reimbursements at LGCI?**

12 A. I don't believe so. I believe I was given
13 a company credit card for any field expenses that
14 were required, whether it's -- it was equipment
15 or -- or anything of -- of that -- the need to -- to
16 perform my job.

17 **Q. Now, prior to joining LGCI, had you ever**
18 **held a position, an employment position, in which**
19 **you received expense reimbursements?**

20 A. I -- prior to LGCI, I did not work at any
21 company that required me to use a personal vehicle.

22 **Q. Okay. So the -- so the answer is no?**

23 A. Correct.

24 **Q. Okay. How about -- because we're going to**

1 **project manager?**

2 A. Managing construction projects that we are,
3 you know, involved with.

4 **Q. And how many projects would you say you**
5 **manage?**

6 A. Currently, about 45.

7 **Q. Okay. Do you receive any expense**
8 **reimbursements as a project manager at Helical**
9 **Drilling?**

10 A. Yes.

11 **Q. Okay. Just list, if you could, the**
12 **categories of expense reimbursements that you**
13 **receive.**

14 A. Prior to receiving a company credit card, I
15 was reimbursed for any job-related items that were
16 needed, as well as any mileage done to job sites, if
17 required.

18 **Q. Okay. And how was that mileage**
19 **calculated?**

20 A. From either home or -- your home office,
21 home address, or from the office.

22 **Q. Okay. So I just want to clarify; did**
23 **the -- does the amount that you -- does the -- the**
24 **point from which you can begin to -- to collect**

1 talk about UTS for most of the rest of today, right?
2 So jumping ahead, you were at LGCI, and you resigned
3 from your position at LGCI, is that correct?

4 A. That is correct.

5 **Q. And upon resigning, you joined UTS?**

6 A. That is correct.

7 **Q. So now let's fast forward. Where did**
8 **you -- if anywhere, did you gain employment after**
9 **leaving UTS?**

10 A. After UTS, I began working for Helical
11 Drilling, Inc.

12 **Q. Okay. What kind of company is that?**

13 A. They are a specialty subcontractor.

14 **Q. What does that mean, "a specialty**
15 **subcontractor"?**

16 A. They deal with pile driving and other
17 subsurface improvements.

18 **Q. Okay. And what -- what kind of work do you**
19 **do for Helical Drilling?**

20 A. I'm a project manager.

21 **Q. When you joined Helical Drilling, did you**
22 **join as a project manager?**

23 A. That is correct.

24 **Q. Okay. What are your responsibilities as a**

1 mileage reimbursements, whether it's your home, your
2 home office, or some other place, does it -- is it
3 up to you to choose where that home base is or how
4 does it work?

5 A. Basically, if we are leaving our home to
6 the job site or leaving from the office after
7 commuting to the office to the job site, that is how
8 we choose in terms of when or how the mileage is
9 calculated.

10 **Q. Okay. So if, let's say, you on a**
11 **particular day as a project manager at Helical**
12 **Drilling --**

13 A. Uh-huh.

14 **Q. -- you commute from your home to the**
15 **office --**

16 A. Uh-huh.

17 **Q. -- prior to your -- your job site --**

18 A. Uh-huh.

19 **Q. -- is it your testimony that you can choose**
20 **whether to take mileage from the home office or is**
21 **there -- or is there a policy in place that dictates**
22 **whether you take it from your residence or from the**
23 **home office?**

24 A. It's a policy meaning, if you are working

1 from home, which my position allows, if I travel
2 from home after working from home to a job site
3 directly, that is my home base, and if I am -- after
4 commuting to the office to begin my work, any travel
5 from that point to a job site is also -- then that
6 would be that option.
7 **Q. So you're reimbursed irrespective**
8 **whether -- strike that.**
9 **So if you travel from your residence**
10 **directly to the job site --**
11 A. Uh-huh.
12 **Q. -- you are reimbursed for the mileage**
13 **between your residence and the job site, is that**
14 **correct?**
15 A. That is correct.
16 **Q. However, if you instead commute into the**
17 **office --**
18 A. Uh-huh.
19 **Q. -- the mileage that you -- for which you**
20 **are currently reimbursed is taken from the office to**
21 **the job site?**
22 A. Correct.
23 **Q. Okay. Does Helical Drilling have some sort**
24 **of a written policy that spells out how mileage**

1 **reimbursements work?**
2 A. I believe so, yes.
3 **Q. Okay. And have -- have you read and**
4 **understood that policy?**
5 A. I do have -- yeah. I have -- I have read
6 that, yeah.
7 **Q. Okay. And just to close the loop, you've**
8 **been at Helical Drilling since you left UTS and you**
9 **are currently employed there, is that -- are both of**
10 **those things correct?**
11 A. That is correct.
12 **Q. Okay. So let's talk about -- we've talked**
13 **about before UTS; we've talked about where you are**
14 **now. Let's -- let's zoom in on UTS. Let's take a**
15 **look at another exhibit.**
16 (Document marked as Exhibit 4
17 for identification)
18 MR. STEINBERG: This is four, right?
19 THE REPORTER: Right.
20 THE WITNESS: Thank you.
21 BY MR. STEINBERG:
22 **Q. Mr. Jefferson, I've just handed what's been**
23 **marked as Exhibit 4. If you could take a look at**
24 **it. Do you recognize this?**

1 A. I do recognize this.
2 **Q. All right. What is it?**
3 A. It is a signed offer letter to work at UTS.
4 **Q. Okay. And who -- whose signed offer letter**
5 **is it?**
6 A. Both Bryan Crabtree, as well as myself.
7 **Q. It's an offer of -- of employment to you,**
8 **correct?**
9 A. That is correct.
10 **Q. And it's dated under your signature line,**
11 **August 27th, 2018?**
12 A. That is correct.
13 **Q. Does -- is that consistent with your**
14 **recollection of approximately when you agreed to**
15 **accept an offer of employment to join UTS?**
16 A. That is correct.
17 **Q. Now, looking at the -- at the letter, it**
18 **says -- do you see where it says, "Dear Mr.**
19 **Jefferson"?**
20 A. Yes.
21 **Q. Below that it says, "UTS of Mass., Inc., is**
22 **pleased to offer you the position of EIT," is that**
23 **right?**
24 A. That is correct.

1 **Q. What -- what is the position of EIT to the**
2 **best of your understanding?**
3 A. The position of EIT is UTS's description of
4 a field engineer.
5 **Q. Okay. Now, you understand -- you can set**
6 **that aside for a minute. We'll come back to that.**
7 **You understand that you've filed a lawsuit**
8 **against UTS along with two of its officers, Steven**
9 **Crabtree and William Crabtree, right?**
10 A. That is correct.
11 **Q. Okay. So what are the claims that you have**
12 **asserted? We touched on this earlier but just in**
13 **your own words.**
14 A. The claim I am asserting is that I was --
15 I, along with the remaining field employees of UTS,
16 were not adequately reimbursed for our mileage of
17 expenses or travel expenses using our personal
18 vehicles.
19 **Q. Okay. And what, in your point of view,**
20 **would be adequate, when you say, "not adequate"?**
21 A. Repeat that question, please.
22 **Q. Yes. You say that you weren't adequately**
23 **reimbursed. My question is: What, in your view,**
24 **constitutes adequate reimbursement?**

1 A. The IRS rate would be in the -- adequate
2 reimbursement, in my mind.
3 **Q. Okay. Would any other rate be adequate?**
4 A. Not to my knowledge. It is -- the IRS rate
5 is the only rate -- to my understanding, is the only
6 rate that -- that's provided publicly that would be
7 able to cover or has a understanding of all expenses
8 associated with using a personal vehicle for -- for
9 work.
10 **Q. Okay. Now, you've sued UTS which was your**
11 **former employer, correct?**
12 A. That is correct.
13 **Q. You've also sued Steven Crabtree. Do you**
14 **know -- can you tell me why he's named**
15 **individually?**
16 A. To my understanding, he is the owner of
17 UTS.
18 **Q. Okay. Any other reason?**
19 A. Not personally, no.
20 **Q. Okay. How about William Crabtree; what --**
21 **why is he -- why have you named him -- why have you**
22 **asserted this claim against him individually?**
23 A. To my understanding, he is also an owner of
24 UTS.

1 **Q. Okay. Apart from their status as owners of**
2 **the company, is there any other reason why that you**
3 **have named them individually?**
4 A. Not direct personally, no.
5 **Q. Okay. Prior to this litigation, had you**
6 **ever taken -- undertaken any analysis to estimate**
7 **what your annual transportation-related expenses are**
8 **as they pertain to your employment?**
9 A. No.
10 **Q. Okay. So as you sit here today, do you**
11 **have any basis to compare what the amount of**
12 **reimbursement would be at the rates -- the deduction**
13 **rates that the IRS promulgates compared to your**
14 **actual costs of leasing or owning and operating a**
15 **personal vehicle for your employment use?**
16 MR. CHURCHILL: Objection.
17 A. Long question. So I ask --
18 **Q. I can -- I can ask a better question.**
19 **As you sit here today, do you have any**
20 **basis to compare the magnitude of what you would**
21 **have been reimbursed for mileage during your**
22 **employment at UTS had that reimbursement been at the**
23 **IRS -- what I'll call the IRS rates --**
24 A. Uh-huh.

1 **Q. -- versus the actual costs that you**
2 **incurred in connection with the use of your personal**
3 **vehicle for work purposes?**
4 MR. CHURCHILL: Objection.
5 A. So you're asking if I did my own personal
6 accumulation of expenses to create my own rate?
7 **Q. Well, yeah. So earlier I asked you what**
8 **the claim was that you were bringing here, right?**
9 A. Uh-huh.
10 **Q. And you say you didn't feel you had been**
11 **adequately reimbursed --**
12 A. Uh-huh.
13 **Q. -- for transportation-related expenses,**
14 **right?**
15 **When I asked you what you considered to be**
16 **an adequate reimbursement rate, you referenced**
17 **the -- the tax deduction rates promulgated by the**
18 **IRS, is that correct?**
19 MR. CHURCHILL: Objection.
20 A. That is -- that is correct.
21 **Q. And so -- and I then asked you, I believe,**
22 **if any other rate of reimbursement would have been**
23 **adequate, and you said not to your knowledge, is**
24 **that -- is that right?**

1 A. That is correct.
2 **Q. And so my question is -- Given that you**
3 **have stated that you believe the IRS rates -- what**
4 **I'm going to call the IRS rates -- would be**
5 **adequate, my question is: What basis do you have to**
6 **compare those -- the amount of mileage reimbursement**
7 **you would have received during your employment at**
8 **those rates with the actual expenses that you**
9 **incurred in connection with the use of your personal**
10 **vehicle?**
11 MR. CHURCHILL: Objection.
12 A. I did not actively record those expenses,
13 if that answers the question.
14 **Q. So I -- I -- I don't think it quite does,**
15 **but I appreciate the answer.**
16 **So putting aside whether you actively**
17 **recorded those expenses, at any point prior to**
18 **commencing this lawsuit --**
19 A. Uh-huh.
20 **Q. -- did you undertake any analysis, even a**
21 **rough analysis, to gauge the comparison between your**
22 **actual transportation-related costs that you think**
23 **you incurred in connection with your employment at**
24 **UTS and the amount of mileage reimbursement that you**

1 would have received had that occurred at the IRS
2 rates?
3 MR. CHURCHILL: Objection.
4 A. I did not do an analysis prior to this
5 litigation.
6 Q. Okay. Have you subsequently conducted such
7 an analysis?
8 MR. CHURCHILL: Objection.
9 A. Upon the request of my attorneys, I
10 attempted to collect information regarding travel
11 expenses per the request of the process of
12 litigation.
13 Q. Okay. So apart from gathering information
14 which you just referenced -- strike that.
15 As you sit here today, do you have any
16 idea -- well, actually, we'll come back to that. I
17 think that -- I can ask you more about that in a
18 bit.
19 I want to circle back now to your
20 on-boarding with UTS and the -- the hiring process.
21 Do you remember who interviewed you, if anyone?
22 A. If I remember correctly, it was the
23 Crabtrees, Bryan and Steve, if I'm not mistaken.
24 Q. Did they interview you at the same time or

1 separately?
2 A. I believe it was at the same time at their
3 office.
4 Q. Okay. How many interviews did you give for
5 the potential position with UTS?
6 A. I believe it was one.
7 Q. Okay. Did you ever see a -- a job
8 description for the -- the EIT position?
9 A. I'm not sure if I was provided a document
10 indicating the -- the job description, but I was
11 explained of what the -- my responsibilities would
12 be during that interview --
13 Q. Okay.
14 A. -- at -- at a minimum.
15 Q. And what, if anything, were you told about,
16 during the interview process, the compensation that
17 you would receive?
18 A. In terms of compensation for that position?
19 Q. Correct.
20 A. It was discussed to me my hourly and
21 generally just would be reimbursed for -- for travel
22 expenses.
23 Q. Okay. And was that explanation given
24 during the interview that you testified about a

1 moment ago?
2 A. No. It was a subsequent question I believe
3 I had to UTS following that interview.
4 Q. Okay.
5 MR. STEINBERG: Let's mark this as Exhibit
6 5.
7 (Document marked as Exhibit 5
8 for identification)
9 BY MR. STEINBERG:
10 Q. Just -- you've just been handed Exhibit 5
11 to this deposition. What do you recognize this
12 document to be?
13 A. The email I've referenced following the
14 interview -- I believe, following the interview I
15 had with UTS.
16 Q. Okay. And so this is an email, am I
17 correct, dated August 23rd, 2018, between you --
18 from you to -- sorry -- from Bryan Crabtree to you
19 at 9:43 a.m., is that right?
20 A. That is correct.
21 Q. Okay. So you -- you -- you recollect this
22 email exchange with Bryan?
23 A. Yup.
24 Q. And am I correct that -- there's a list of

1 questions here, and in red there are answers to
2 those questions. The questions were your
3 questions?
4 A. That is correct.
5 Q. And in red, who or what are -- is the red
6 yours or is that somebody else's?
7 A. Based on the information in the email, it
8 appears that the red is a response from Bryan
9 Crabtree.
10 Q. All right. So looking at No. 1 here, you
11 ask for mileage. You used the federal standard rate
12 of 54.5 cents per mile, is that right?
13 A. That is correct.
14 Q. And Bryan answers here, "No, we give 35
15 cents per mile...," and then he goes on to explain
16 that the other 19 1/2 can be filed through taxes, is
17 that right?
18 A. That is correct.
19 Q. Do you recall whether or not you responded
20 to this email?
21 A. I do not recall if I respond to this
22 email.
23 Q. Did you have any additional discussion with
24 Bryan upon receiving his answer to your question

1 about mileage related to mileage reimbursements at
2 UTS?

3 A. No. I took his response at face value.

4 Q. Okay. You didn't express dissatisfaction
5 with the response?

6 A. Based on his response, it was my
7 understanding that the difference between the
8 federal and the compensation would be -- I would be
9 able to deduct those on my taxes; so, in theory, I
10 did not have an issue at the time because I thought
11 I would be adequately compensated at some point in
12 the year following -- following issuing my taxes to
13 the IRS.

14 Q. Okay. So it would be fair to say that,
15 before you started at UTS, you were aware of what
16 the company's rate of reimbursement was for
17 mileage?

18 A. That is correct.

19 Q. Okay. Now, since we're talking about
20 mileage, what vehicle did you use in connection
21 with -- with your work at UTS?

22 A. There were a few vehicles that were used
23 during my employment with UTS.

24 Q. All right. Let's start with -- and by, "a

1 few," do you mean three?

2 A. I don't have the information in front of me
3 to be able to remember exactly if it was two or
4 three vehicles.

5 Q. Okay. So let's -- let's go back in time to
6 the start of your employment. First of all, do you
7 remember when you started -- actually started
8 working at -- at UTS?

9 A. Based on the offer letter, it was sometime
10 in August or September that I began my employment.

11 Q. And so going back to, let's say, September
12 of 2018 --

13 A. Uh-huh.

14 Q. -- do you recall how many vehicles you
15 owned or leased at that time?

16 A. I'm not sure if I owned or leased. I
17 don't under -- rather, I don't recall if I owned or
18 leased the vehicle at the time that I used for
19 that -- for that -- that -- when I started at UTS.

20 Q. Okay. And what -- what kind of vehicle
21 make and model was it?

22 A. If I remember correctly, the vehicle that I
23 first started using while employed at UTS was a 2009
24 Chevy Cobalt, I believe.

1 Q. Okay. Apart -- so in -- let's say as of
2 September 10th, 2018 --

3 A. Uh-huh.

4 Q. -- fair to say that you either owned or
5 leased a 2009 Chevy Cobalt?

6 A. Correct.

7 Q. Okay. Do you recall whether or not you
8 owned or leased any other vehicles at that time?

9 A. At the time, I also -- me and my wife also
10 had a, if I remember correctly again, a -- I don't
11 know if I still owned this vehicle at that time and
12 if it was specifically used, but I also owned a Ford
13 F150, year, maybe, a 2001 model.

14 Q. And I'm sorry. I wasn't -- wasn't clear
15 from your answer. Was that your car or Taelour's
16 car?

17 A. During this time, we swapped cars quite a
18 bit; so, I'm not sure. Ownership-wise it's fuzzy to
19 me as to who quote/unquote owned it.

20 Q. All right. Let me try and get -- get this
21 and see if we can drill down a bit here. So first
22 the -- with respect to the 2009 Chevy Cobalt --

23 A. Uh-huh.

24 Q. -- did you personally own or lease that

1 vehicle?

2 A. I don't believe it was -- I'm not sure if
3 the vehicle was under my name or if it was under, at
4 the time, my wife's name or fiance'.

5 Q. When you say under someone's name, are you
6 referring to the vehicle registration?

7 A. Yeah. I did not handle most of the
8 registration or titles or anything like that. It
9 was more of my either wife or her father is a savvy
10 car person; so, we used his knowledge to -- to
11 handle most of that paperwork.

12 Q. Okay. But presumably -- and tell me if
13 I'm -- if I'm mistaken -- if your wife's father had
14 registered a car in your name, he -- he would have
15 told you?

16 A. Correct. Yeah. It was -- to be honest, I
17 think, thinking about it more, it may very well --
18 the Cobalt was most likely under my wife's name.

19 Q. Okay.

20 A. Yes.

21 Q. So who -- and you don't know whether it was
22 purchased or leased?

23 A. To answer that question, it was an owned
24 vehicle. It was not a lease.

1 Q. Okay. And do you -- and who purchased the
2 2009 Chevy Cobalt?

3 A. It was me and my wife had purchased the
4 Chevy Cobalt.

5 Q. So you both -- you and your wife, then
6 girlfriend --

7 A. Then fiance'/girlfriend, yes.

8 Q. -- both contributed money toward the
9 purchase of a -- the 2009 Chevy Cobalt?

10 A. That would be -- that would be correct.

11 Q. Okay. And do you remember when you and
12 Taelour acquired the Chevy Cobalt?

13 A. I could not recall.

14 Q. Would it have been prior to the
15 commencement of your employment at UTS?

16 A. Likely, yes.

17 Q. And just to go backwards, you testified
18 earlier that the 2009 Chevy Cobalt was the car you
19 began using when you started at UTS, right?

20 A. If it -- yeah. That -- that -- yeah. That
21 makes sense, yes. That is correct.

22 Q. So I -- it would be fair to say that --

23 A. Yeah.

24 Q. -- the 2009 Chevy Cobalt would have been

1 A. Yes. Yes. Correct.

2 Q. And do you remember how much you purchased
3 it for?

4 A. I could not recall.

5 Q. And that purchase took place before you had
6 any employment relationship with UTS?

7 A. Yes. That would be correct.

8 Q. And am I correct that, for the entirety of
9 your employment with UTS, you made -- you had no
10 monthly lease or finance payment in connection with
11 that vehicle?

12 A. That is correct.

13 Q. Okay. So now let's turn to the Ford F150.
14 You said it was a 2001?

15 A. I believe it was a 2001, correct.

16 Q. All right. And so do you know when --
17 first of all, strike that.

18 In whose name was the Ford F150 registered?

19 A. I believe that vehicle was registered under
20 my name.

21 Q. Okay. Did you own the Ford F150?

22 A. That is correct.

23 Q. Okay. And when did you purchase that
24 car?

1 purchased prior to the commencement of your
2 employment at UTS?

3 A. That is correct, yes.

4 Q. And do you know whether it was purchased in
5 cash entirely or was it financed?

6 A. It was a cash -- cash purchase.

7 Q. Okay. So you had no monthly payments
8 associated with that car?

9 A. That is -- yeah. That's correct.

10 Q. Okay. And I began to ask this earlier but
11 I want to, as we're jogging your memory, maybe --
12 maybe, you have some clarity here. Who contributed
13 the cash that was used to purchase the 2009 Chevy
14 Cobalt?

15 A. If I were to recall, my wife wasn't making
16 a substantial amount of money; so, most purchases
17 using cash were used with my finances.

18 Q. Okay. And you made that -- and is that
19 your specific recollection as to the 2009 Chevy
20 Cobalt?

21 A. Yes. Or -- yeah. In terms of if I
22 purchased or purchased with my cash the Chevy
23 Cobalt?

24 Q. That's my question, yes.

1 A. Prior to my employment with UTS.

2 Q. Okay. And was it -- did you pay the entire
3 purchase price in cash or was it financed?

4 A. It was paid in cash.

5 Q. Okay. So am I correct that, throughout
6 your employment with UTS, you had no monthly finance
7 payments associated with the Ford F150?

8 A. Correct.

9 Q. Okay. Do you remember when you purchased
10 that vehicle?

11 A. I could not recall.

12 Q. But I am correct that it was prior to
13 starting at UTS?

14 A. That is correct.

15 Q. Now, going back to the Chevy Cobalt for a
16 second, do you still -- do you and Taelour still
17 have that car?

18 A. No.

19 Q. Okay. When did you -- at what point did
20 you no longer have the 2009 Chevy Cobalt?

21 A. I could not recall the -- the date in which
22 we -- we got rid of the -- the vehicle.

23 Q. Was it during your employment at UTS?

24 A. I want to say yes.

1 **Q. But, perhaps, you're not sure?**
2 A. I believe -- I'm not a hundred percent
3 sure. I'd have to check my records as to -- to
4 when -- insurance-wise, if I stopped paying
5 insurance on the vehicle, would be my best guess
6 to -- to gauge when I got rid of the Cobalt.
7 **Q. Okay. And so thinking back to your --**
8 **your -- the time of your employment at UTS --**
9 A. Uh-huh.
10 **Q. -- let's say, September 2018 until early**
11 **2021, is that a fair characterization of your time**
12 **at UTS?**
13 A. Correct. Yeah.
14 **Q. Okay. For how much of that time, roughly,**
15 **as best as you can recall, were you using the Chevy**
16 **Cobalt for your work at UTS?**
17 A. I would say the majority of my time at UTS
18 was using the -- the Chevy Cobalt.
19 **Q. Okay. And for the -- for those times when**
20 **you were not using the Chevy Cobalt for your work at**
21 **UTS, which vehicle would you have been using?**
22 A. Either the Ford F150, as referenced prior,
23 and I believe I also purchased my current vehicle
24 during my employment with UTS as well that was used

1 towards the -- the later end of my -- my tenure with
2 UTS.
3 **Q. What's your current vehicle?**
4 A. It is a 2015 Chevy Silverado.
5 **Q. Okay. And do you remember approximately**
6 **when you acquired that vehicle?**
7 A. I could not recall. I'd have to check my
8 records.
9 **Q. And as you sit here today, do you think**
10 **that you purchased that while you were still**
11 **employed at UTS?**
12 A. Yes. That is correct.
13 **Q. Do you have any recollection of using the**
14 **Chevy Silverado for any of your travel to or from**
15 **job sites at UTS?**
16 A. That is correct. I -- I -- I do recall.
17 Sorry. Yup.
18 **Q. Okay. And were you the sole purchaser of**
19 **the Chevy Silverado?**
20 A. Me and my wife both purchased the Chevy
21 Silverado.
22 **Q. Okay. And in whose name is it**
23 **registered?**
24 A. I believe, if it's not just mine, it's

1 both -- both -- I don't know how registration works,
2 but if -- if it is, then it's probably just mine.
3 If not, both of us.
4 **Q. So I just want to understand. Either it's**
5 **registered in your name solely or it's registered in**
6 **the name of both you and your wife, Taelour?**
7 A. That is correct.
8 **Q. Okay. And you said that you and Taelour**
9 **purchased it together?**
10 A. Yes. At that time, our finances were one,
11 as we were married, and that's how we went ahead and
12 purchased the -- the truck.
13 **Q. And do you remember how much you -- you**
14 **paid for it?**
15 A. I wouldn't be able to recall the exact
16 amount.
17 **Q. Did you and Taelour pay the entire purchase**
18 **price in cash?**
19 A. No.
20 **Q. Okay. So tell me how the finances of that**
21 **transaction were structured.**
22 A. The -- the initial down payment was paid in
23 cash, and I am currently financing the truck with a
24 auto loan.

1 **Q. Okay. So it was financed with an auto**
2 **loan. In whose name -- who are the -- strike that.**
3 **Is the auto loan an obligation that you**
4 **undertook jointly with Taelour?**
5 A. Yes.
6 **Q. How do you -- do you split the payments**
7 **with Taelour?**
8 A. As I said, our finances are -- are one. We
9 don't really have a differentiation between them;
10 so, we collectively pay -- pay for that auto loan.
11 **Q. So do you pay for that loan out of a joint**
12 **bank account?**
13 A. I believe the loan, it's out of her bank
14 account, but I had to open a bank account with this
15 bank to be able to have the loan, so to say; so, I
16 believe the loan is under both Taelour and my name.
17 **Q. Okay. And the account from which the**
18 **payments for the Silverado are taken --**
19 A. Uh-huh.
20 **Q. -- whose bank account is that?**
21 A. That would be under Taelour's bank account.
22 **Q. Okay. And the -- the funds in that**
23 **account, from whose earnings do they come?**
24 A. It would be Taelour's.

1 **Q. Okay. So am I correct that the bank**
2 **account that's used to make the payments for the**
3 **2015 Chevy Silverado is your wife's bank account,**
4 **which is funded by her money?**
5 A. Her -- her money that she earns from her
6 work, yes.
7 **Q. Okay. So in terms of your -- the amount**
8 **that you are paying, let's say, on a monthly basis**
9 **towards the Chevy Silverado, am I correct that you**
10 **are not personally contributing any money towards**
11 **those car payments?**
12 MR. CHURCHILL: Objection.
13 A. It's not coming out of my account, correct.
14 **Q. And it's not coming from any earnings**
15 **related to your employment?**
16 A. Directly, correct.
17 **Q. Or indirectly?**
18 A. I guess, I'm confused on why it's not
19 indirectly.
20 **Q. So you -- you are employed, correct?**
21 A. Correct.
22 **Q. And you were employed at UTS?**
23 A. Correct.
24 **Q. And in exchange for your labor, you**

1 **received an hourly wage, is that right?**
2 A. Correct.
3 **Q. And so my question is -- strike that.**
4 **That hourly wage, did you receive that by**
5 **direct deposit?**
6 A. Correct.
7 **Q. And that direct deposit goes into a bank**
8 **account, correct?**
9 A. Correct.
10 **Q. And that would be a bank account in your**
11 **name, correct?**
12 A. Correct.
13 **Q. And so my question is: That bank account**
14 **which you used to receive, you know, your direct**
15 **deposits from work, that is not the bank account**
16 **that is used to make the payments on the 2015 Chevy**
17 **Silverado?**
18 A. Correct.
19 **Q. And, in fact, it is funded solely by the**
20 **earnings of your wife, Taelour?**
21 A. Out of her bank account, correct.
22 **Q. And do you -- do you transfer any money**
23 **into that bank account?**
24 A. At the time, I believe there were some

1 transfers from my bank account to her bank account.
2 **Q. So let me clarify in the time period.**
3 **While you were employed at UTS, let's say, do you**
4 **have any recollection of ever making any transfer of**
5 **funds from an account that was solely in your name**
6 **to the bank account that was in Taelour's name that**
7 **was used to make the payments on the 2015 Chevy**
8 **Silverado?**
9 A. I want to say yes, but I would have to
10 check her bank statements to confirm that statement.
11 **Q. Okay. As best as you can recall,**
12 **approximately, how often would you say you would**
13 **make such a transfer of money?**
14 A. It would be on a monthly basis.
15 **Q. Okay. And how much money were you putting**
16 **into that account on a monthly basis?**
17 A. I would not be able to recall. I'd have to
18 look at the statements.
19 **Q. Okay. Would it -- would it be less than a**
20 **hundred dollars?**
21 A. No. I would say it would be more than a
22 hundred dollars.
23 **Q. Okay. Less than \$200?**
24 A. I would say it would be more than \$200.

1 **Q. Okay. And those transfers, were -- were**
2 **they for the purpose of -- were they solely for the**
3 **purpose of making the payments on the 2015 Chevy**
4 **Silverado?**
5 A. No.
6 **Q. Okay. So towards what expenses would those**
7 **payments go? By "payments" I mean -- let me just**
8 **clarify -- the transfers of money that you would**
9 **make to the bank account in your wife's name, which**
10 **also is the bank account that was used to pay the**
11 **2015 Chevy Silverado.**
12 A. The transfers were made -- as I said
13 previously, my wife does not make as much money as I
14 do; so, to help balance the funds that we both
15 collectively use to pay for credit cards and
16 whatnot, I would transfer funds to her account to
17 pay off those -- those -- those expenses.
18 **Q. Got it. So there was no specific amount**
19 **that was -- that you could attribute to the Chevy**
20 **Silverado payments?**
21 A. Correct.
22 **Q. Okay. Do you remember what your -- and we**
23 **can look at actually -- why don't we take a look**
24 **again at, I believe it was, Exhibit 5 or -- excuse**

1 me -- Exhibit 4. You're with me?
2 A. Yup.
3 Q. Okay. So you see here that the offer
4 letter, it indicates a starting wage of \$28 per
5 hour. Is that accurate?
6 A. That is correct.
7 Q. Now, at some point, did that wage change?
8 A. To my recollection, yes.
9 Q. Okay. And what do you recall the 28
10 changing to?
11 A. I could not recall the exact dollar amount.
12 Q. Okay. Was it a raise?
13 A. That is correct.
14 Q. And do you remember how many raises you
15 received at UTS?
16 A. I could not recall.
17 Q. Okay. Now, if I represented to you that
18 the company's records reflect that your hourly rate
19 of pay increased \$30 an hour in April or May of
20 2019, would that be consistent with your
21 recollection?
22 A. If that's what their records show, I
23 would -- I would trust those records are true.
24 Q. Okay. Do you have any -- any different

1 recollection?
2 A. I don't really recall as to when those
3 raises occurred; so, I would trust that any
4 documentation would -- would be a fair
5 representative -- accuracy -- would be accurate.
6 Q. And do you remember that, in April of 2020,
7 your hourly wage went up to \$31 an hour?
8 A. I would say -- if the documents state so,
9 then I would say they were -- are most likely
10 accurate as well.
11 Q. Do you generally recall receiving an
12 increase in your hourly rate from 30 to \$31 an hour?
13 A. I would say, yes. If I received a rate
14 increase, that seems -- seems likely it would be the
15 accurate amount.
16 Q. Okay. So this case is about expense
17 reimbursement; so, let's talk about that subject.
18 A. Uh-huh.
19 Q. Now, you were -- looking back at the -- at
20 the exhibit that we were just looking at, Exhibit 4,
21 we talked earlier about the position of EIT. Could
22 you just describe what, as you recall, your job
23 responsibilities were in that role.
24 A. I would say they are very similar to my job

1 responsibilities at LGCI. Excuse me.
2 Q. Uh-huh.
3 A. Yeah. They -- they shared very similar --
4 similar responsibilities to the point where I don't
5 think there were -- there were many differences.
6 MR. STEINBERG: Sorry. I have to use the
7 bathroom. Can we take a five-minute break?
8 MR. CHURCHILL: Sure.
9 MR. STEINBERG: Let's go off for five
10 minutes.
11 (Recess, 12:33 p.m. - 12:38 p.m.)
12 BY MR. STEINBERG:
13 Q. So before we continue down that path, I
14 just wanted to close the loop on one thing. So we
15 talked -- we talked about three different vehicles
16 that you had access to during your employment at
17 UTS, right? There was a Chevy Cobalt, a Ford F150,
18 and a Silverado, is that right?
19 A. That is correct.
20 Q. Were there any other vehicles that you used
21 in connection with your work at UTS?
22 A. During my time at UTS, occasionally, when
23 those three vehicles were -- either required
24 maintenance or something of that -- of that, like, I

1 would use spare vehicles either provided by
2 Taelour's parents or -- yeah. That's -- that's the
3 only time, but again, those vehicles were hit or
4 miss sometimes.
5 Q. Okay. The vehicles that you just
6 referenced, those -- you did not own those
7 vehicles?
8 A. That is correct. I did not own those
9 vehicles.
10 Q. You didn't lease them?
11 A. That is correct.
12 Q. You didn't make any monthly payments --
13 A. That's --
14 Q. -- to use them?
15 A. That's correct.
16 Q. Okay. And how often would you say you used
17 one of Taelour's parents' vehicles for work at
18 UTS?
19 A. I cannot recall the frequency. Again,
20 mainly, they were used only when my vehicles I
21 typically would have used were -- were under
22 maintenance or inaccessible.
23 Q. Would it be a fair statement that the 2009
24 Chevy Cobalt was the vehicle you typically used

1 for -- in connection your work at UTS?
2 A. I would say, out of all three vehicles,
3 they were used the majority of my time there.
4 Q. Okay. And then, in terms of the amount of
5 time for which you were using these vehicles, the
6 majority of your time at UTS you were using the
7 Chevy Cobalt. Next -- the next most used would have
8 been which?
9 A. The 2015 Chevy Silverado.
10 Q. Okay. And that was the one that you
11 purchased sometime closer to the end of your
12 employment?
13 A. That is correct.
14 Q. Okay. All right. So you said before the
15 break that, in your view, the -- the EIT position at
16 UTS was very similar to the role that you held at
17 LGCI, is that right?
18 A. That is correct.
19 Q. And so apologies for the repetition. But
20 what, then, did you consider to be your -- your
21 duties as an EIT?
22 A. Attending or observing soil conditions at
23 sites either prior or during construction.
24 Q. Okay. Walk me through your typical day in

1 that position.
2 A. They would consist of either answering
3 emails in the morning at home --
4 Q. Uh-huh.
5 A. -- and then traveling to a job site and
6 returning home after attending job sites if it did
7 not require me to go to the office for whatever
8 reason that was -- that was needed.
9 Q. And the majority of the time, were you
10 going into the office?
11 A. I would say the majority of the time I did
12 not go to the office.
13 Q. How frequently would you say you reported
14 in to the office?
15 MR. CHURCHILL: Objection.
16 A. There was no reporting to the office, so to
17 say. It was more going there on a need-by-need
18 basis; so, I would say, on a weekly basis, I would
19 at least be in the office --
20 Q. Okay.
21 A. -- or make a trip to the office.
22 Q. So would that be, like, maybe one day out
23 of the week?
24 A. At least one day out of the week. It

1 varied.
2 Q. Okay. But the majority of the days -- the
3 majority of your workdays at UTS you were not -- am
4 I correct you were not going to the office at any
5 point?
6 A. I would say that's a fair statement, but
7 again, I would -- I would have to look at the
8 percentages between me going to the office and not
9 going to the office based on my timesheets and
10 records.
11 Q. And which office location did you report in
12 to?
13 A. To my understanding, there was only one
14 office location. That would be the Stoneham office.
15 Q. Okay. So Stoneham, Massachusetts?
16 A. That is correct.
17 Q. 5 Richardson Lane, Stoneham?
18 A. That sounds right.
19 Q. Okay. Now, this may seem like an obvious
20 question; but the job involved driving?
21 A. Correct.
22 Q. What -- what kind of driving did it
23 involve; by which I mean, was it a lot of highways,
24 local roads? Just describe the nature of that -- of

1 the driving.
2 A. A combination of all of the above. It
3 varied depending where and what job I needed to
4 attend.
5 Q. How many days a week were you typically
6 working?
7 A. It varied depending on how busy work was.
8 Either -- as much as seven days a week depending on
9 the need to do Saturday or Sunday and as little as
10 no days a week if it was a quiet -- no -- nothing
11 was happening.
12 Q. So if you had to make a general statement
13 about on average how many days a week you were --
14 you worked at UTS, what would you say?
15 A. I would say, on average, it would be pretty
16 close to a full five day weeks.
17 Q. Okay. And so for the other days of the
18 week, you would be -- any driving you would be doing
19 in the vehicles we just talked about --
20 A. Uh-huh.
21 Q. -- would be personal use of your vehicle,
22 right?
23 A. That is correct.
24 Q. Okay. I -- I take it you -- you would not

1 **dispute the -- the notion that UTS is not**
2 **responsible for reimbursing you to the extent that**
3 **the reimbursement relates to use or mileage that is**
4 **personal in nature.**
5 A. Correct.
6 **Q. Okay. You received expense reimbursements**
7 **as an employee at UTS, right?**
8 A. Correct.
9 **Q. Okay. Walk me through, as you recall, what**
10 **those reimbursements were.**
11 A. To my recollection, those reimbursements
12 consisted of -- similarly to my LGCI expenses, which
13 would be any supplies require for field use or
14 anything that was required to perform my job on site
15 or at home.
16 **Q. Okay. And how about transportation-related**
17 **expenses?**
18 A. If I was able to document or record
19 parking, tolls, those would -- would -- I would
20 capture those in -- in expenses on UTS.
21 **Q. Okay. And you also received the mileage**
22 **reimbursement?**
23 A. That is correct.
24 **Q. Okay. Let's take a look at --**

1 MR. STEINBERG: What are we up to six?
2 THE REPORTER: Yup.
3 **Q. -- what will be marked as Exhibit 6.**
4 (Document marked as Exhibit 6
5 for identification)
6 BY MR. STEINBERG:
7 **Q. So taking a look at what's just been marked**
8 **as Exhibit 6 in this deposition -- and take your**
9 **time to look through it. I know it's a multi-page**
10 **document. Do you recognize it is my first question**
11 **about it.**
12 A. I do recognize this document.
13 **Q. Okay. What do you recognize it as?**
14 A. As the employment policies or thus the
15 employee handbook for -- for UTS.
16 **Q. And you received this at the -- at or**
17 **before the beginning of your employment?**
18 A. I believe at the beginning, yup, before I
19 started working.
20 **Q. In fact, isn't it true that you asked Ryan**
21 **Crabtree to see the company's handbook?**
22 A. That is correct.
23 **Q. Okay. And did you -- when you received**
24 **this document, did you review it?**

1 A. I did review the document.
2 **Q. Okay. Did you understand it?**
3 A. To the best of my ability, yes.
4 **Q. Okay. And these were the policies and**
5 **procedures that were applicable to you when you**
6 **started at UTS?**
7 A. Based on the data in the document, I would
8 say yes.
9 **Q. And you recognize the document, right?**
10 A. Correct.
11 **Q. So from your review of this document that**
12 **you recognize, you would agree that this was the**
13 **policies and procedures document that applied to you**
14 **when you started at UTS?**
15 A. That is correct.
16 **Q. Okay. With respect to the general topic of**
17 **expense reimbursements, do you recall these policies**
18 **and procedures changing during your employment at**
19 **UTS?**
20 A. I -- can you repeat the question one more
21 time, please.
22 **Q. Yeah. So -- well, I guess --**
23 A. You can --
24 **Q. -- let's look at a specific section, and**

1 **then I can ask that question later.**
2 **So let's start by looking at the sixth page**
3 **of the document which is actually labeled at the**
4 **bottom UTS 179, and I'll represent to you that that**
5 **simply means that this document is a copy that was**
6 **produced by UTS in this lawsuit. Okay.**
7 **Do you see there in around the middle of**
8 **the page Roman numeral IV, Overtime and Expenses?**
9 A. Correct.
10 **Q. Am I correct that you reviewed this section**
11 **of the policies and procedures document at the -- at**
12 **or near the beginning of your employment?**
13 A. That is correct.
14 **Q. Okay. So let's look at Section B. Do you**
15 **see that, (as read) "Expenses, dash, Travel"?**
16 A. Yup.
17 **Q. Okay. So Paragraph 1 says, "Travel Mileage**
18 **Reimbursement: UTS will reimburse it's field**
19 **inspectors for travel mileage at the rate of \$0.35**
20 **per mile," is that right?**
21 A. Yes.
22 **Q. This -- and the reference there to field**
23 **inspectors, did you understand that to include you**
24 **as an EIT?**

1 A. That is correct.
2 **Q. Okay. So you did -- you did understand**
3 **that to apply to you?**
4 A. Yes.
5 **Q. Okay. So now it goes on to say, (as read)**
6 **"This mileage rate begins from the driveway of the**
7 **office you are assigned to, parentheses, Stoneham or**
8 **Easton." I want to pause there.**
9 **You said that you -- you were reporting out**
10 **of the Stoneham office, right?**
11 A. That is incorrect.
12 **Q. Okay. So did I misunderstand your**
13 **testimony earlier?**
14 A. I'm not sure if -- if you're -- if the
15 question, I guess, was -- was misunderstood, if that
16 was my response.
17 **Q. Okay. So what -- so are you saying you**
18 **reported out of Easton?**
19 A. That is also incorrect.
20 **Q. Okay. So putting aside this mileage**
21 **policy -- I think, maybe, we're confusing two**
22 **issues -- the office into which you reported when**
23 **you needed to go to the office, would that have been**
24 **the Stoneham office or the Easton office?**

1 A. So there was no report -- my -- if I'm not
2 mistaken -- can we go back to a previous exhibit to
3 clarify my answer? I believe the -- when I was
4 offered the position, I was provided a quote/unquote
5 office to calculate my mileage from a Leominster
6 location.
7 **Q. Right. So we're -- we're going to talk**
8 **about that in a minute.**
9 A. Okay.
10 **Q. I'm asking a different question. When you**
11 **needed to actually go into a physical location that**
12 **was the office --**
13 A. Uh-huh.
14 **Q. -- for UTS, am I correct that that would**
15 **have been the Stoneham location?**
16 A. That is correct.
17 **Q. Okay. That -- that's what I was asking --**
18 A. I apologize.
19 **Q. -- just to clarify.**
20 **So, (as read) "This mileage rate" -- I'll**
21 **read the sentence again -- "begins from the driveway**
22 **of the office you are assigned to (Stoneham or**
23 **Easton) and runs to the entrance of the job site you**
24 **are dispatched to." Did I read that correctly?**

1 A. That is correct.
2 **Q. Now, this was the written policy. I**
3 **understand from your testimony just now that it**
4 **didn't -- that that written policy didn't apply to**
5 **you quite as written; am I correct?**
6 A. That is correct.
7 **Q. Okay. So explain how -- the way your**
8 **expense reimbursement arrangement with respect to**
9 **mileage was different from how this policy is**
10 **written here.**
11 A. Sure. When I was offered the position at
12 UTS, due to my current residence in Orange, UTS
13 offered a quote/unquote home base of operation,
14 which there was no physical office there, provided
15 me the ability to calculate mileage from a
16 Leominster location to which -- until I notified
17 them of my move to Salisbury. I then switched to
18 using the home base of Stoneham office to calculate
19 my mileage.
20 **Q. Okay. And so going back, in fact, to I**
21 **believe it was Exhibit 4, the offer letter you**
22 **received -- is that Exhibit 4 -- am I correct that**
23 **it actually states your home base for travel**
24 **expenses will be Leominster Post Office?**

1 A. That is correct.
2 **Q. Okay. So you -- your testimony is that up**
3 **until you moved from Orange, Massachusetts to**
4 **Salisbury, you were calculating -- you were taking**
5 **your mileage from the Leominster Post Office?**
6 A. That is correct.
7 **Q. Which is a lot farther away from Boston**
8 **than Stoneham is, correct?**
9 A. That is correct.
10 MR. CHURCHILL: Objection.
11 A. That is correct.
12 **Q. Okay. And I know we talked about this**
13 **earlier, but I want to ask a slightly more specific**
14 **question related to your -- your move from Orange to**
15 **Salisbury.**
16 **Earlier you talked about the fact that you**
17 **made some preemptive changes to your information**
18 **with institutions such as your bank because you were**
19 **anticipating leaving Orange. Do you remember that**
20 **testimony?**
21 A. That is correct. Yes, I did.
22 **Q. My question is: Do you remember at what**
23 **point you notified UTS of your -- of a change of**
24 **address from Orange to Salisbury?**

1 A. I do not recall the exact date I notified
2 them.
3 **Q. Okay. But it would have been after -- only**
4 **after -- or strike that.**
5 **Was it after you had physically begun**
6 **living in Salisbury or at some other point?**
7 A. The -- when Salisbury became my primary
8 residence is when I notified UTS.
9 **Q. And by, "primary residence," you mean the**
10 **place in which you were residing most of the time?**
11 A. Correct.
12 **Q. Okay. So UTS allowed you to use the**
13 **Leominster Post Office as your beginning and end**
14 **point for calculating mileage under this policy.**
15 **Are you aware of whether it had similar arrangements**
16 **with any other field inspectors?**
17 A. I am not aware of --
18 **Q. Okay.**
19 A. -- any other arrangements.
20 **Q. Is it -- is it possible that there -- that**
21 **there were?**
22 MR. CHURCHILL: Objection.
23 A. I guess.
24 **Q. Do you recall, you know, any -- any**

1 colleagues at UTS, any field employees who lived,
2 let's say, relatively far away from the Boston
3 area?
4 MR. CHURCHILL: Objection.
5 A. I vaguely remember some employees living
6 far from the office, yes.
7 **Q. Okay. So as far as you know, when it comes**
8 **to the written expense policy that we just looked**
9 **at, UTS treated you differently from other**
10 **inspectors who worked for the company?**
11 MR. CHURCHILL: Objection.
12 A. Correct.
13 **Q. Okay. So describe to me what your**
14 **understanding was based on your review of this**
15 **document. Describe to me what your understanding**
16 **was of how mileage was to be calculated for purposes**
17 **of submitting reimbursements under this policy.**
18 A. My initial understanding was that I would
19 be compensated for mileage to and from job sites
20 from a home-based location.
21 **Q. So I want to drill down on that. Some days**
22 **when you worked at UTS, you went to only one job**
23 **site, is that correct?**
24 A. That is correct.

1 **Q. Other workdays at UTS, you attended**
2 **multiple job sites, is that right?**
3 A. That is correct.
4 **Q. And so is your testimony that, irrespective**
5 **of the number of job sites you visited in a**
6 **particular day, your understanding based on this**
7 **policy was that you would take the round trip**
8 **mileage associated with each job site?**
9 MR. CHURCHILL: Objection.
10 A. At the time of reading this, no.
11 **Q. Okay. So, then, what was your**
12 **understanding?**
13 A. Can you repeat the -- I guess, what was
14 the -- my -- my original understanding when reading
15 this document starting my employment was -- based on
16 what it reads is that I would get reimbursed for the
17 mileage spent from home office to job sites and back
18 to home office.
19 **Q. Okay. So let's -- you read the policy that**
20 **we're looking at, right?**
21 A. Correct.
22 **Q. All right. So let's take a look at it,**
23 **then. Paragraph 3 on Page 6 of the document which**
24 **is Bates labeled 179, right?**

1 A. Uh-huh.
2 **Q. Whoops. I'm going to read it here. "If**
3 **you are assigned to only one job for the day, you**
4 **will be compensated for the round trip mileage and**
5 **your a.m. travel time from your designated office to**
6 **the job." Do you see that?**
7 A. Yup.
8 **Q. Okay. So Paragraph 3, which you -- which**
9 **you read and reviewed at the beginning of your**
10 **employment, states that the round trip mileage basis**
11 **of calculation applies if you are assigned to only**
12 **one job for the day. You would agree with that,**
13 **right?**
14 A. Correct.
15 **Q. Okay. And then there's an example on the**
16 **following page Bates labeled 180, right?**
17 A. Correct.
18 **Q. It says, "Example #1: For a single job**
19 **assignment per day," right?**
20 A. Correct.
21 **Q. Okay. And in the example, the employee is**
22 **dispatched from the Stoneham office and is assigned**
23 **to a job at 55 Main Street in Danvers, right?**
24 A. Correct.

1 Q. And so the example goes on to illustrate
2 that -- how the mileage for that single job
3 assignment -- single job assignment day would be the
4 round trip mileage between the Stoneham office and
5 the job site, is that right?
6 A. That is correct.
7 Q. Okay. Then there's a paragraph below this
8 Paragraph 4. Do you see that?
9 A. Yup.
10 Q. And it says, "If you are assigned to
11 multiple jobs in the same day, you will be
12 compensated a.m. travel along with the one-way
13 mileage from your respective office to your first
14 job." Did I read that correctly?
15 A. Correct.
16 Q. "From there employee will calculate the
17 one-way mileage from job #1 to job #2 and be
18 reimbursed at the rate of \$0.35 per mile plus travel
19 time," correct?
20 A. That is correct.
21 Q. All right. So the policy for days in which
22 there were multiple job assignments was, am I
23 correct, that the -- rather than calculating the
24 round trip mileage for each assignment --

1 A. Uh-huh.
2 Q. -- only one-way mileage, the distance
3 between one assignment to the next, was used to
4 calculate the mileage reimbursement?
5 MR. CHURCHILL: Objection.
6 A. That is correct.
7 Q. Okay. And so did you have any -- any
8 difficulty understanding this -- the example
9 provided in Paragraph 4 of the policies and
10 procedures document when you reviewed it at the
11 beginning of your employment?
12 A. I don't believe so, no.
13 Q. Okay. Now, just to clarify, the examples
14 that we just went through talk about the Stoneham
15 office. But in your case, the -- the Stoneham
16 office, you would substitute in for that the -- the
17 post office in Leominster, is that correct?
18 A. That is correct.
19 Q. Okay. Now, I want to briefly talk about
20 travel time. Did you submit reimbursements for or,
21 rather, did you submit travel time as part of your
22 timesheet submissions on a weekly basis?
23 A. Travel to job sites and from job sites is
24 your question?

1 Q. Well, I guess I'll ask a more general
2 question. What travel time did you receive
3 compensation for as an employee at UTS?
4 A. The travel time from the home office
5 wherever -- whichever that was, either Leominster or
6 Stoneham, to my first job site, and then from my
7 last job site back to Leominster or Stoneham,
8 whichever that home office was at that time.
9 Q. So Leominster Post Office --
10 A. Uh-huh.
11 Q. -- am I correct that you were paid
12 for the -- for your travel time -- let's -- strike
13 that.
14 Let's -- let's take an example of a day
15 when you don't go into the Stoneham office at all --
16 A. Correct.
17 Q. -- which is the majority of the days of
18 your -- of the days of your employment.
19 A. Not going to the Stoneham office?
20 Q. Correct.
21 A. Correct.
22 Q. All right. So you were paid by the company
23 for time that you spent traveling between the
24 Leominster Post Office --

1 A. Uh-huh.
2 Q. -- and the first job site of your day,
3 correct?
4 A. Correct.
5 Q. Even when you made no -- you physically did
6 not go to the Stoneham office at any point?
7 A. Can you repeat that question one more time.
8 I got --
9 Q. Yeah.
10 A. -- lost.
11 Q. You were paid for the travel time between
12 Leominster and the first job site of the day even
13 when you never went at any point to the Stoneham
14 office?
15 A. That is correct.
16 Q. Okay. And likewise -- let's -- let's take
17 the example of a day where you have -- you go from
18 the last job site of the day back home without
19 stopping at the Stoneham office. Those -- those
20 days occurred at UTS, right?
21 A. Correct.
22 Q. And so UTS was paying you, am I correct,
23 for the time you spent traveling between the last
24 job site of the day and the Leominster Post

1 Office?

2 A. That is correct.

3 Q. And that -- that distance between your last
4 job site and the Leominster Post Office, that would
5 be -- that would be a part of your commute back to
6 your house, right?

7 A. That would be correct.

8 Q. Okay. And, similarly, in the morning, the
9 distance between Leominster Post Office and the
10 first job site of the day, assuming you never went
11 into the Stoneham office --

12 A. Uh-huh.

13 Q. -- that would all be part of your morning
14 commute, right?

15 A. Repeat that again. Sorry.

16 Q. Sure. So let's say -- these are confusing
17 examples to -- to ask questions about.

18 Let's say you have a particular day where
19 you're not reporting -- you're not going to the
20 Stoneham office at the beginning of the day, you're
21 going directly to your first job site. Am I correct
22 that you were paid for the travel time between
23 Leominster and that first job site?

24 A. That is correct.

1 Q. So that would be -- mean you were being
2 paid for time that was part of your morning commute
3 to the job site?

4 A. Correct.

5 Q. Okay.

6 MR. STEINBERG: Well, I did promise we'd
7 take a lunch break. We're actually at an okay spot
8 to do that.

9 Q. Let me just ask you a couple more
10 questions, then we can -- we can break.

11 So let's -- turning back to the exhibit in
12 front of you, there's -- on the next page which is
13 Bates labeled 181, there's a section on expenses,
14 miscellaneous. Do you see that?

15 A. That is correct.

16 Q. And the policy states that toll payments
17 will be paid only when the receipts are attached to
18 your time card, is that right?

19 A. That is correct.

20 Q. Okay. So under the policy, you knew that
21 you had to keep records of your toll-related
22 expenses if you wanted to get reimbursed?

23 A. That is correct.

24 Q. Okay. And No. 2 under, Expenses

1 Miscellaneous, relates to parking. At the end it
2 says, "Parking garages will be reimbursed with
3 receipts ONLY."

4 A. That is correct.

5 Q. So for parking expenses, was it also your
6 understanding that you needed to submit receipts in
7 order to get reimbursed for those expenses?

8 A. That is correct.

9 Q. Okay. What about other expenses? Like,
10 looking at No. 3 it says, "All expenses for
11 materials such as alcohol and other needed supplies
12 will be paid only when a receipt is attached to your
13 time card," is that right?

14 A. That is correct.

15 Q. So for other expense reimbursements as
16 well, the policy is telling you that you need to
17 keep receipts if you want to get reimbursed,
18 right?

19 A. I need to provide receipts to be
20 reimbursed, correct.

21 Q. Sure. And so, in order to provide those
22 receipts, you would need to retain them or otherwise
23 have access to them, correct?

24 A. Correct.

1 Q. Okay. Did anybody from UTS ever tell you
2 that you shouldn't keep receipts related to your
3 work-related transit expenses?

4 A. Repeat that question one more time. Sorry.

5 Q. Sure. Did any representative of UTS ever
6 tell you that you didn't need to keep receipts of
7 your transportation-related expenses?

8 A. Yes.

9 Q. Who told you that?

10 A. I could not recall their name.

11 Q. Okay. Do you remember their job title?

12 A. A field representative technician.

13 Q. A field technician?

14 A. Uh-huh.

15 Q. Okay. So this would be -- and you were an
16 EIT, right?

17 A. That was my job title, correct.

18 Q. So this would be a co-worker?

19 A. Yes.

20 Q. Okay. This is not a supervisor?

21 A. Correct.

22 Q. Not a -- a quality control manager?

23 A. Correct.

24 Q. Not a Human Resources professional?

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1 A. Correct.
2 **Q. Okay. And -- and you don't remember the**
3 **person's name?**
4 A. I couldn't remember their name.
5 **Q. Do you remember when you had the**
6 **conversation with the field technician in which they**
7 **told you that you should not keep your receipts for**
8 **transportation-related expenses?**
9 A. They did not say should not. It was more
10 of a you don't have to necessarily --
11 **Q. Okay.**
12 A. -- keep such records or provide such
13 records.
14 **Q. And was this person telling you that in**
15 **response to an -- an inquiry of yours?**
16 A. Correct.
17 **Q. What was the question that you asked to**
18 **this field technician?**
19 A. The general policies and practices adhered
20 to by employees.
21 **Q. Was this -- at what point in your**
22 **employment was this, the beginning, middle, or**
23 **end?**
24 A. I'd say beginning.

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1 **Q. Okay. At that point, had you read the**
2 **policies and procedures document?**
3 A. That is correct.
4 **Q. Okay. And you -- would you agree with me**
5 **that there's nothing in the policies and procedures**
6 **document that we just looked at which would**
7 **discourage you from keeping records of your**
8 **expenses?**
9 MR. CHURCHILL: Objection.
10 A. That is correct.
11 **Q. In fact, in multiple places, you're told**
12 **expressly that you need to provide receipts in order**
13 **to get reimbursed?**
14 MR. CHURCHILL: Objection.
15 A. That is correct.
16 **Q. Okay. When you got this feedback from a**
17 **field technician saying that you don't need to keep**
18 **records of your expenses, did you take any action as**
19 **a result of that?**
20 A. Can you be more specific on action.
21 **Q. Well, did you -- sure. Did you change your**
22 **practices related to retention of records of your**
23 **transportation-related expenses?**
24 A. That is correct.

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1 **Q. Right. So that's my question. Did you --**
2 A. Yes.
3 **Q. -- change your practices?**
4 A. I did.
5 **Q. In what way did you change your**
6 **practices?**
7 A. When submitting timesheet with those
8 detailed expenses, I not -- not always did I put a
9 receipt with that timesheet, if I remember
10 correctly.
11 **Q. Okay. But my question is a slightly**
12 **different one. Apart from -- I'm not talking about**
13 **your practices with respect to submission of**
14 **timesheets. I'm asking about your personal policies**
15 **of retaining records of receipts. Did you make --**
16 **did you change your habits or practices in any way**
17 **related to retention of your personal expense**
18 **records as a result of the field technician telling**
19 **you that you didn't have to provide receipts?**
20 A. That is correct, yes, I did.
21 **Q. Okay. And so that's my question. In what**
22 **way did your personal practices change?**
23 A. So, for example, if I were to make a
24 purchase for, let's say, alcohol as the example

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1 suggests and it was \$3 for a bottle of alcohol, I
2 would put it on my timesheet which included
3 recording expenses but not necessarily would provide
4 a receipt along with that information.
5 **Q. Okay. But alcohol specifically is an**
6 **example of an expense in the written policy for**
7 **which you would need to provide a receipt, right?**
8 A. Correct.
9 **Q. So when the -- when the field technician**
10 **told you that you actually you don't need receipts,**
11 **did you at any time raise that issue with anybody at**
12 **UTS in a position of authority to administer the**
13 **company's expense reimbursement policies?**
14 A. No. Following the submission of a
15 timesheet with such an expense without a receipt,
16 there was no discussion had with me or correction of
17 said timesheet with expense, which corroborated or
18 confirmed, I guess, the statement from that
19 technician or field rep that told me such.
20 **Q. Now, what about -- well, the example you**
21 **just gave was a miscellaneous expense example. What**
22 **about your practices with respect to your**
23 **car-related expenses; did you make any change in --**
24 **with respected to that at any point during your**

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1 employment at UTS?
2 MR. CHURCHILL: Objection.
3 A. Yes.
4 **Q. Okay. Explain.**
5 A. Depending on my travels, I would hit tolls
6 or not hit tolls, and depending if it was a large
7 amount or a few dollars, that would direct me into
8 either including the receipt or not. It's my
9 experience when submitting timesheets, if they were
10 very menial expenses, receipts where not asked for.
11 However, if the reimbursement amount being asked for
12 was -- I can't give a dollar amount -- but larger in
13 some respect, a receipt was asked to be provided.
14 **Q. Okay. So this lawsuit relates to**
15 **reimbursement for mileage, right?**
16 A. That is correct.
17 **Q. You're not alleging that UTS failed to**
18 **adequately reimburse you for tolls in this lawsuit,**
19 **correct?**
20 A. That is correct.
21 **Q. Okay. So -- so putting aside the issue of**
22 **tolls and parking and miscellaneous expenses, okay,**
23 **with respect to your practices of retaining records**
24 **related to your, let's say, automobile-related**

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1 costs, what, if anything, about those practices
2 **changed from the beginning of your employment at UTS**
3 **until the end of your employment?**
4 MR. CHURCHILL: Objection.
5 A. In terms of keeping records on my
6 automobile expenses that I was not -- that I did --
7 that I did not file reimbursement for, nothing
8 changed from the start to the end of my -- in terms
9 of record-keeping.
10 **Q. Okay. So did --**
11 A. I did not change my practices, rather.
12 **Q. So the field technician telling you, you**
13 **know, that, perhaps, you didn't need receipts for**
14 **certain things, that had nothing -- that had no**
15 **impact on your retention of records related to your**
16 **automobile expenses, aside -- putting aside, again,**
17 **the issues of parking and tolls?**
18 A. That is correct.
19 **Q. Okay. And, again, just to close the loop,**
20 **parking and toll reimbursements are not at issue in**
21 **this lawsuit?**
22 A. That is correct.
23 MR. STEINBERG: Okay. All right. Why
24 don't we take a break for lunch, then. What do you

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1 think, 15 minutes, 20?
2 MR. CHURCHILL: Why don't we say half an
3 hour just so we can get down and actually enjoy
4 something.
5 MR. STEINBERG: Oh, that's a good plan. I
6 forget. A half hour is fine.
7 MR. CHURCHILL: Okay.
8 MR. STEINBERG: I'm being a little too...
9 MR. CHURCHILL: Ten of?
10 MR. STEINBERG: Okay.
11 (Lunch Recess, 1:19 p.m. - 2:02 p.m.)
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1 AFTERNOON SESSION
2 ANDREA J. JEFFERSON (RESUMED)
3 CONTINUED DIRECT EXAMINATION
4 BY MR. STEINBERG:
5 **Q. Okay. So before lunch, we were -- we went**
6 **over the written policy related to expense**
7 **reimbursements at UTS that applied to during your**
8 **employment. Do you remember that?**
9 A. Yup.
10 **Q. So I want to talk about the claims that**
11 **you're bringing in this lawsuit. They specifically**
12 **relate to reimbursement for mileage, is that**
13 **correct?**
14 A. That's correct.
15 **Q. Okay. So my first question is a somewhat**
16 **broad one which is: What do you claim to be owed by**
17 **UTS in work-related transportation expenses?**
18 A. The difference between what I was
19 reimbursed to what I believe is an accurate
20 representation of mileage reimbursement, which is
21 the IRS rate provided.
22 **Q. Okay. And what -- earlier you had**
23 **mentioned that you have not undertaken an analysis**
24 **to compare the amount of reimbursement you would**

1 have received at the IRS rate with the cost that you
2 actually incurred related to the use of your vehicle
3 during your employment. So what about the IRS rate
4 to you -- strike that.

5 Why do you consider the IRS rate to be the
6 most accurate representation of -- of your expenses?

7 A. Based on my reading of what constitutes or
8 how the IRS comes to that rate, it appears that it's
9 a well-documented and well-researched rate that
10 changes year to year based on their studies; so,
11 that's why I believe it is a more representative
12 rate that a flat reimbursement rate year to year.

13 Q. Now, you're aware that the IRS rate is a
14 national rate, correct?

15 A. That is correct.

16 Q. It applies irrespective of geography,
17 right?

18 A. If that -- that's the case, then, yes.

19 Yeah.

20 Q. Well, is that your understanding?

21 A. Well, my understanding, yes, it's a flat
22 federal rate. It's not a state-by-state rate.

23 Q. Okay. So irrespective of what the IRS rate
24 is, you would agree that it's an approximation on a

1 nationwide basis of average expenses making a series
2 of assumptions about the individual characteristics
3 of the operator of the vehicle and the vehicle used,
4 right?

5 A. Correct.

6 Q. Okay. It's not specific to the cars that
7 you were using during your employment at UTS?

8 A. Correct.

9 Q. It's not specific to the geographic --
10 the -- the places geographically in which you were
11 traveling for your work with UTS?

12 A. That is correct.

13 Q. Okay. So apart from the fact that it's a
14 rate promulgated by the IRS that has a methodology
15 that you think has some justification, what, if any,
16 other reason do you have to believe that that rate
17 is an accurate reflection of what your actual
18 transportation-related expenses were during your
19 employment?

20 A. Can you -- can you repeat that. That was a
21 little lengthy, the question.

22 Q. Sure. So apart from what you just stated
23 about your -- your reasons for looking at the IRS
24 rate --

1 A. Uh-huh.

2 Q. -- do you have any other reason to think
3 that the IRS rate is an accurate approximation of
4 your actual transportation expenses that you
5 incurred during your employment?

6 A. Yeah. I don't think there's any other
7 reasons, no, other than understanding that it was --
8 it was a national study; so, yeah, that would be,
9 probably, the only reason why I would think that.

10 Q. Okay. And so I guess, similarly, why do
11 you think -- what reasons do you have to think that
12 the 35 cent per mile rate that you received at UTS
13 was not sufficient, along with the separate
14 reimbursements that you received for tolls and
15 parking, did not cover your work-related
16 transportation expenses?

17 MR. CHURCHILL: Objection.

18 A. Based on the IRS rate, it is my general
19 understanding of what is -- I -- where it's
20 considered fair and my understanding of what most of
21 my colleagues in my field are either paid at other
22 companies or that I'm aware of that I was previously
23 incurred and being compensated for.

24 Q. Okay. So apart from what you just stated,

1 do you have any other -- any other reasons?

2 A. Not that I can think of, no.

3 Q. Okay. Let's take a look at another
4 document.

5 MR. STEINBERG: We're up to seven, I think,
6 right?

7 THE REPORTER: Yes, sir.

8 (Document marked as Exhibit 7
9 for identification)

10 BY MR. STEINBERG:

11 A. Is there two documents (indicating)?

12 Q. Oh. Did we give you an extra by mistake?

13 A. It looks like it.

14 Q. Sorry. I can take that from you.

15 So you've just been handed what we've
16 marked as Exhibit 7 to this deposition. Why don't
17 you take a moment and look through it and let me
18 know whether you have seen it before.

19 A. I can agree I have seen this document
20 before.

21 Q. Okay. Sorry. I didn't mean to interrupt
22 you.

23 A. No problem.

24 Q. What is it?

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1 A. It appears like it is one of the first
2 legal documents that was prepared by, I believe, Ben
3 Steffans when I initiated this -- this lawsuit or
4 whatever term --
5 **Q. Okay.**
6 A. -- is associated with this.
7 **Q. And this is -- it's a statement of your**
8 **allegations against the Defendants, right?**
9 A. Correct. Yes.
10 **Q. Okay. And everything in here is true and**
11 **accurate?**
12 A. Yup.
13 **Q. All right. So let's take a look, if you**
14 **would, at Paragraph 21 which is on Page 4 of the**
15 **document.**
16 **Okay. And you say in the Amended**
17 **Complaint, (as read) "During that time" -- referring**
18 **to the period of September 10th, 2018, to**
19 **February 12th, 2021 -- "Mr. Jefferson drove**
20 **approximately 76,445 miles as part of his employment**
21 **with UTS." Do you see that?**
22 A. Yup.
23 **Q. My first question is: The number 76,445,**
24 **explain where that number comes from.**

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1 A. It comes from the accumulation of miles
2 indicated on my timesheets provided to UTS.
3 **Q. Okay. So those are miles that were**
4 **reported by you on your timesheets to UTS?**
5 A. Timesheets and field -- field books that I
6 took record in.
7 **Q. Okay. Am I correct that as -- as we**
8 **discussed before, part of the mileage that you were**
9 **being compensated for or reimbursed at UTS was the**
10 **distance between the post office in Leominster to**
11 **your first job site of the day and, similarly, the**
12 **mileage between the last job site of the day and**
13 **Leominster, correct?**
14 A. That is correct.
15 **Q. And so this mileage would include -- the**
16 **76,445 miles stated here in Paragraph 21 would**
17 **include those miles, right?**
18 A. That is correct.
19 **Q. Okay. So do you have any guess or estimate**
20 **as you sit here of approximately how many of these**
21 **76,444 (sic.) miles constitute miles that were part**
22 **of your daily commute to and from your last job**
23 **sites of the day?**
24 MR. CHURCHILL: Objection.

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1 A. I could not recall that -- that percentage
2 without looking at the documents.
3 **Q. But it, certainly, includes those -- those**
4 **miles?**
5 A. It includes what miles?
6 **Q. The miles that constitute your commute**
7 **between Leominster and the first job site of the**
8 **day, as well as your commute from the last job site**
9 **of the day back to Leominster?**
10 A. That is correct.
11 **Q. Okay. And do you -- do you contend that**
12 **UTS was supposed to reimburse you for your commuting**
13 **miles?**
14 MR. CHURCHILL: Objection.
15 A. What do you mean by "commuting miles"?
16 **Q. Miles that were -- that were part of your**
17 **commute prior to beginning your workday and after**
18 **concluding your workday.**
19 MR. CHURCHILL: Objection.
20 A. Miles that are from Leominster or from a
21 home base to my first job site and to my last job
22 site and to my home base, I agree that those should
23 be included in the reimbursement.
24 **Q. Under UTS's policy, correct?**

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1 A. It should be -- can you --
2 **Q. Yes. Let me ask a different question.**
3 **I understand -- I understand from your**
4 **testimony under UTS's reimbursement policy you were**
5 **reimbursed for miles that were part of your**
6 **commute --**
7 A. Uh-huh.
8 **Q. -- from Leominster to the first job site of**
9 **the day --**
10 A. Uh-huh.
11 **Q. -- correct?**
12 A. Yeah.
13 **Q. Are you contending that there's a legal**
14 **requirement that you be reimbursed for those**
15 **miles?**
16 MR. CHURCHILL: Objection.
17 A. Yes.
18 **Q. Okay. And, likewise, are you contending**
19 **that the law requires -- required UTS to reimburse**
20 **you for your commute from the last job site of the**
21 **day back to Leominster on your way home?**
22 MR. CHURCHILL: Objection.
23 A. Yes.
24 **Q. Okay. And, apart from any communications**

**1 with your counsel, what is your basis for your
2 belief that the law required UTS to do that?**

3 A. So, I guess, I don't -- I guess, it may be
4 rewording or understanding the question in specific.
5 If it applies that I've read a law that states such,
6 that is not the case. I understand that any time or
7 mileage spent on things outside of a typical office
8 commute would -- should be paid for accordingly.

**9 Q. Now, of course, you typically didn't go to
10 the office at all, did you?**

11 A. Typically go to my home office or the base
12 of where -- the start of my work?

13 Q. The office-office, the one in Stoneham.

14 A. Stoneham. I did not typically go to
15 Stoneham, correct.

**16 Q. Okay. So just to close the loop here, the
17 76,444 (sic.) miles here applies to all of the miles
18 that you reported on your reimbursement sheets and
19 your log books --**

20 A. Correct.

21 Q. -- at UTS?

**22 Okay. And now you also say -- you also
23 refer to those miles as miles incurred as part of
24 your employment with UTS. So my question is: What**

1 is meant here by as part of your employment?

2 A. They were required to physically get to a
3 job that was asked of me as part of my employment.

**4 Q. Okay. So I want to turn to the Chevy
5 Cobalt that you began UTS driving, right, you began
6 at UTS driving. Do you remember discussing that car
7 earlier?**

8 A. Yup.

**9 Q. Okay. And I actually do want to take a
10 quick look at an exhibit to help anchor this
11 discussion.**

12 MR. STEINBERG: So we'll mark this as
13 Exhibit 8.

14 (Document marked as Exhibit 8
15 for identification)

16 THE WITNESS: Thank you.

17 THE REPORTER: You're welcome.

18 BY MR. STEINBERG:

19 Q. Do you recognize Exhibit 8?

20 A. Yes, I do.

21 Q. Okay. Tell me what it is.

22 A. It is a form indicating the driving
23 information when I began starting at UTS.

24 Q. Okay. And so were you asked to fill this

1 out at the commencement of your employment?

2 A. I believe so.

**3 Q. And do you remember who asked you to do
4 that?**

5 A. I'm not sure of the exact party who -- or I
6 shouldn't say, "party" -- the exact individual, but
7 it would be someone from UTS who asked me to fill
8 this paperwork out.

**9 Q. Okay. And you -- you report here driving a
10 Chevy Cobalt, year 2009. Is that the -- the 2009
11 Chevy Cobalt that you were testifying about earlier
12 in this deposition?**

13 A. That is correct.

**14 Q. Okay. Did you ever fill out any other
15 sheets like this for other vehicles?**

16 A. Not to my recollection, no.

**17 Q. Okay. So if you could just describe at a
18 high level, what were the -- the costs that -- that
19 you incurred in connection with using the 2009 Chevy
20 Cobalt for your work at UTS?**

21 A. So you're asking in broad terms what are
22 the general expenses --

23 Q. Yeah.

24 A. -- to using that vehicle?

1 Q. What kinds of expenses, yeah.

2 A. I would say not limited to, but it would
3 include gas purchasing, maintenance, and just
4 general use of the vehicle, wear and tear; so,
5 everything that that would encompass, but yes,
6 generally.

7 Q. Oil changes?

8 A. Yup. That -- that sounds about right, yup.

9 Q. Okay. Need to replace tires?

10 A. Yup. I think that would fall under
11 maintenance, but yeah.

**12 Q. Okay. Have you undertaken to estimate what
13 your -- those costs were when you were employed at
14 UTS?**

15 MR. CHURCHILL: Objection.

16 A. I did not.

**17 Q. Okay. So as you sit here today, you don't
18 know how much you've spent on gas in connection with
19 your use of the Chevy Cobalt at UTS?**

20 A. The -- I do have some records of gas that I
21 believe I provided.

22 Q. Okay.

23 A. But it wasn't something I actively recorded
24 during my employment.

1 Q. Okay. So my question is a slightly
2 different one which is -- and it's similar to a
3 question I asked before. But have you estimated how
4 much you spent on gas during your employment at UTS
5 for the Chevy Cobalt?

6 A. No.

7 Q. Okay. Similarly, have you estimated how
8 much you spent on maintenance costs for the Chevy
9 Cobalt during your employment at UTS?

10 A. No, I have not.

11 Q. What about wear and tear; what do you --
12 how do you -- in your view, what -- what do you
13 mean -- how do you determine the costs associated
14 with wear and tear?

15 A. How I determine --

16 Q. Yeah.

17 A. -- whether something is justified as wear
18 and tear or...

19 Q. In other words, how do you quantify wear
20 and tear in your view?

21 A. I'm not sure how I would quantify that.

22 Q. Okay. What about insurance; did you have
23 any insurance costs associated with the Chevy
24 Cobalt?

1 A. Yes, I did.

2 Q. Okay. How much was that?

3 A. I could not recall.

4 Q. All right. Are there any documents that
5 you can point to that would indicate how much the
6 insurance was for that vehicle?

7 A. Insurance statements would be the best
8 place, I would say, that would have that
9 information.

10 Q. Okay. Do you -- do you have those
11 available to you?

12 A. I believe they were provided, but I -- I
13 would have to ask the insurance companies for those
14 documents if they were not already provided.

15 Q. Okay. So you could probably provide them
16 if they weren't in this litigation?

17 A. Correct.

18 Q. Okay. And were you paying the insurance on
19 the Chevy Cobalt out of your personal bank
20 account?

21 A. I'm not sure.

22 Q. Okay. Did you -- did -- did your money
23 that you earned from your -- your employment go to
24 pay the insurance for the Chevy Cobalt?

1 A. Can you rephrase that question, please.

2 Q. Sure. So earlier I believe you
3 testified -- and correct me if I'm wrong -- that the
4 Chevy Cobalt was a joint vehicle that was purchased
5 by you and -- and your now wife, Taelour, is that
6 right?

7 A. That is correct.

8 Q. Okay. And so my question -- and you're not
9 sure in whose name the car is registered, right?

10 A. That is correct. It's either myself or my
11 wife's.

12 Q. Okay. My question really is: Who paid
13 that insurance on that, you or your wife?

14 A. It was either one of us. I'm not sure
15 which account that came out of specifically.

16 Q. Okay. So you don't remember whether your
17 funds were being used to pay that insurance?

18 A. Most things were either on automatic
19 payments or on a regular payment schedule; so, I'm
20 not sure. I didn't exactly track which -- which
21 account it came out of.

22 As I said, it's -- our finances were one in
23 the same; so, there was not much attention as to
24 which account it came out of.

1 Q. Well, you were married in August of 2019,
2 right?

3 A. That is correct.

4 Q. Okay. So going back to the beginning of
5 your employment at UTS --

6 A. Uh-huh.

7 Q. -- in September of 2018 --

8 A. Uh-huh.

9 Q. -- before you were married --

10 A. Uh-huh.

11 Q. -- were your finances commingled with
12 Taelour's at that point as well?

13 A. That is correct.

14 Q. Okay. So your finances had been commingled
15 with Taelour's since when?

16 A. Since the start of -- at least at the start
17 of employment at UTS or prior to, rather.

18 Q. Okay. So as you sit here today, you don't
19 have an idea of whether you or Taelour was paying
20 for the insurance on that 2009 Chevy Cobalt?

21 A. And if you mean paid for out of which
22 account it came out of, correct.

23 Q. So I -- I suppose I'm -- maybe, partly
24 these are metaphysical ideas; but you and Taelour

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1 **have two different jobs, right?**
2 A. Correct.
3 **Q. You each earn money?**
4 A. Correct.
5 **Q. And so was -- are you saying that the**
6 **insurance was being paid out of a joint account?**
7 A. Incorrect.
8 **Q. Okay. So that's my question: Whose bank**
9 **account was being used to pay for the insurance?**
10 A. It was either mine or my wife's. In terms
11 of which one specifically at all times, I could not
12 recollect unless I have the statements.
13 **Q. Okay. Fair enough.**
14 **Apart from what we just talked about, gas,**
15 **maintenance, what you've called wear and tear, we**
16 **just talked about insurance, earlier we talked about**
17 **how the Chevy Cobalt was purchased, and you said it**
18 **was not -- there were no monthly finance payments**
19 **associated with that car, right?**
20 A. Correct.
21 **Q. So that wouldn't be part of costs that you**
22 **incurred in connection with using that vehicle?**
23 A. Correct. I purchased the vehicle prior,
24 yes.

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1 **Q. Okay. So apart from gas, maintenance, wear**
2 **and tear, and, perhaps, insurance, if you were**
3 **paying for the insurance, can you think of any other**
4 **categories of cost that you incurred in connection**
5 **with using the Chevy Cobalt for -- for your**
6 **employment at UTS?**
7 A. Specifically, no, but again, I think the
8 broad statements encompass those -- those items.
9 **Q. Right. So that's what I'm asking.**
10 A. Yup.
11 **Q. Apart from those categories of costs that**
12 **we just went through, can you think of any others**
13 **for which you should -- should have been**
14 **reimbursed?**
15 A. Nothing specific at the moment, no.
16 **Q. Okay.**
17 THE REPORTER: I'm sorry. Just try to keep
18 your voice up, please.
19 THE WITNESS: Yup. I apologize.
20 THE REPORTER: Thanks.
21 BY MR. STEINBERG:
22 **Q. And so was 35 cents a mile enough to cover**
23 **all of those costs?**
24 MR. CHURCHILL: Objection.

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1 A. I believe -- can you repeat the question
2 one more time, please.
3 **Q. Yeah. Was the 35 cents per mile enough to**
4 **cover all those areas of costs we just went**
5 **through --**
6 MR. CHURCHILL: Objection.
7 **Q. -- with respect to the 2009 Chevy Cobalt?**
8 MR. CHURCHILL: Objection.
9 A. I don't believe the 35 cents a mile
10 adequately captures costs for using a personal
11 vehicle -- that personal vehicle.
12 **Q. So that wasn't quite my question.**
13 A. Okay.
14 **Q. I get -- I appreciate the -- the answer.**
15 **But specifically for the 2009 Chevy Cobalt --**
16 A. Uh-huh.
17 **Q. -- looking at the areas of costs that we**
18 **just went through --**
19 A. Uh-huh.
20 **Q. -- which are the only areas of costs that**
21 **we've been able to think of during this deposition,**
22 **right --**
23 A. Uh-huh.
24 **Q. -- gas, maintenance, wear and tear,**

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1 **perhaps, insurance --**
2 A. Uh-huh.
3 **Q. -- was the 35 cent per mile reimbursement**
4 **rate that you received enough to cover those areas**
5 **of cost for the Chevy Cobalt?**
6 MR. CHURCHILL: Objection.
7 A. I am not aware or have total amount of what
8 it cost me; so, I wouldn't be able to answer that.
9 The only thing I have is that 35 cents a mile in my
10 case here is that it's not adequate for any of my
11 vehicles.
12 **Q. Which would include the Chevy Cobalt?**
13 A. Correct.
14 **Q. Okay. So you're saying it's not adequate**
15 **but -- and it sounds like, maybe, the answer is I**
16 **don't -- that you don't know, but I'll just try**
17 **one --**
18 A. Uh-huh.
19 **Q. -- one more time, and if you can answer the**
20 **question.**
21 **For the Chevy Cobalt --**
22 A. Uh-huh.
23 **Q. -- that you used for your work at UTS, was**
24 **the 35 cent per mile reimbursement that you received**

**1 enough to cover the costs that you incurred for gas,
2 maintenance, wear and tear, and if you paid the
3 insurance, any insurance payment that you made?**

4 MR. CHURCHILL: Objection.

5 A. Since I never was actively documenting my
6 expenses, I am unable to give it accurate or a total
7 dollar amount of what it cost me during the use for
8 that; so, the answer to the question is I don't
9 know, in a nutshell, because of not having a
10 accurate record of -- of those expenses.

**11 Q. Do you have any sense of the work-related
12 transportation expenses of any other field
13 technician or inspector who worked with when you
14 were at UTS?**

15 A. No.

**16 Q. Okay. Do you know as you sit here today
17 whether the amounts UTS paid in reimbursements were
18 sufficient to cover the costs of other field
19 employees with whom you worked at UTS?**

20 MR. CHURCHILL: Objection.

21 A. I don't know.

**22 Q. Okay. Do you recall the makes or models of
23 any vehicles that any of your former colleagues at
24 UTS drove?**

1 A. I would not be able to recall that.

**2 Q. Okay. Did anyone with whom you worked at
3 UTS ever say to you that they felt the reimbursement
4 of 35 cents per mile was not sufficient for them to
5 cover their work-related transportation expenses?**

6 A. Yes.

7 Q. Who was that?

8 A. I cannot recall the exact names.

9 Q. So it was multiple people?

10 A. Yes.

11 Q. And you don't remember any of them?

12 A. I could not recall names.

**13 Q. So let me ask a -- maybe a -- let me back
14 up for a second.**

**15 Do you remember the names of anybody with
16 whom you worked when you were at UTS?**

17 A. Yes.

**18 Q. Okay. Who -- who -- what are the names of
19 the -- what are the names that you remember?**

20 A. Mainly, my supervisors and the one other
21 gentleman, Bob Sasso, who I was quote/unquote
22 recruited to work for UTS, but Graham Ingallina,
23 Mark Garland, and the other Crabtrees just off the
24 top of my head.

1 In terms of other names, a name comes to
2 mind as someone named Hunter, but again, due to very
3 limited interaction with other employees, other than
4 quick chats or a pass-by, those were the only names
5 that come to mind.

6 Q. So when you went to a job site at UTS --

7 A. Uh-huh.

8 Q. -- were you typically the only UTS

9 representative at the job site?

10 A. Most of the time, yes.

**11 Q. Okay. Do you recall any instances in which
12 somebody else from UTS's field staff was present
13 with you?**

14 A. When there were -- excuse me. When there
15 were multiple different types of testing required on
16 a site, there would be different representatives
17 pending -- in those situations.

18 Q. Like who?

19 A. For example, Bob Sasso was primarily a
20 soils technician who had use of a -- certain
21 equipment that I was not licensed for; so, he
22 would be at a site, and I would be there for more
23 engineering-focused observations.

24 Q. Okay. So the names of -- that you could

**1 remember of people with whom you worked at UTS, as I
2 recall, were you said your supervisors?**

3 A. Uh-huh.

**4 Q. And by -- by "supervisors," whom -- whom
5 were you referring to?**

6 A. Graham Ingallina and, I believe, Mark
7 Garland -- Mike Garland would also be considered a
8 supervisor in some capacity.

9 Q. Okay. So the names that you've listed are

10 Bob Sasso --

11 A. Uh-huh.

12 Q. -- right?

13 Graham Ingallina.

14 A. Uh-huh.

15 Q. Mike Garland?

16 A. Yes.

**17 Q. And you said the Crabtrees. Would that be
18 Bryan Crabtree?**

19 A. All of the Crabtrees I've had discussions
20 with or can probably recall their names. Steve as
21 well as Bill. My apologizes. Lenny Crabtree as
22 well.

**23 Q. Okay. So did any of the people who you
24 just mentioned ever say to you that they felt that**

1 the 35 cent per mile reimbursement rate that UTS
2 provides its field employees was not sufficient for
3 them to cover their work-related transportation
4 expenses?

5 A. Not those individuals directly, no.

6 Q. Okay. But you have no recollection of the
7 names of anybody who you say did tell you that?

8 A. Again, these conversations happened very
9 briefly and were mostly just grievances talked about
10 between employees in a brief sense; so, names and
11 such escape me after once or twice.

12 Q. Okay. How many people would you say it was
13 who raised that issue with you of the sufficient --
14 their perceived -- their perceptions of the
15 sufficiency of the 35 cent per mile rate?

16 A. I'd say two or three.

17 Q. Okay. Did they -- did any of those two or
18 three individuals share with you what their
19 work-related transportation expenses were?

20 A. They did not share that information.

21 Q. Do you recall what kinds of vehicles any of
22 those people drove were?

23 A. I would not be able to recall the vehicles.

24 Q. Okay. Do you recall anything else about

1 anything that any of those two or three people said
2 to you in relation to the 35 cent per mile
3 reimbursement rate?

4 A. Besides typical and -- and minor grievances
5 with just working conditions or of the like, nothing
6 other than that, no.

7 Q. But specifically related to the 35 cents
8 per mile rate, not general grievances.

9 A. Correct. That was -- yeah. That's
10 correct.

11 Q. Okay. Now, in this lawsuit, you produced
12 complete records of your -- I believe we established
13 they were Century Bank statements going all the way
14 back to the beginning of 2018, is that right?

15 A. If that's what the -- yeah. That's
16 correct. Yeah.

17 Q. Okay. And I know I asked you -- I may have
18 asked you this before; so, I apologize if I did.
19 But do you use any other bank for your personal
20 banking?

21 A. During my employment with UTS, I only used
22 Century Bank as my personal bank.

23 Q. Okay. So that's I believe -- I am
24 forgetting the exhibit number now. But let's look

1 back at the -- the bank statements which we -- they
2 were previously introduced. I believe they were
3 Exhibit 1 and then some additional bank statements
4 were Exhibit 2; so, one and two together would be
5 those records. Do you have those?

6 A. Correct.

7 Q. Okay. Great. So I think you've already
8 said that you recognize these, right?

9 A. Correct.

10 Q. So if you take a look beginning just with
11 the very first page of Exhibit 1, 1614, a statement
12 that September 18th, 2018, and if you just flip the
13 page to the next page, do you see there's a -- a
14 series of entries and they are all highlighted?

15 A. Correct.

16 Q. Do you know who did that highlighting?

17 A. I believe it was myself or my -- my
18 attorneys when putting these documents together.

19 Q. Okay. Do you know why they are
20 highlighted?

21 A. Because they are directly -- rather, they
22 are gas purchases.

23 Q. Okay. Now, your first day of work at UTS
24 was September 10th, 2018, according to the Complaint

1 that we looked at previously, is that right?

2 A. I believe so. That's correct. Yes.

3 Q. All right. So the highlighted entries that
4 begin with August 20th and continuing go through to
5 September 7th on the page Bates labeled 1618, you
6 would agree that those gas purchases have nothing to
7 do with your work-related expenses for UTS, right?

8 A. That would be correct.

9 Q. Okay. So beginning with September 10th, am
10 I correct that thereafter the bank entries that were
11 highlighted were gas purchases?

12 A. Correct.

13 Q. Okay. Did you go through each of these to
14 determine whether or not the particular purchase was
15 related to driving you were doing for UTS?

16 A. To the best of my ability, I went through
17 my statements to identify gas purchases during my
18 employment with UTS.

19 Q. So just to clarify, what's highlighted here
20 in terms of gas purchases are any and all gas
21 purchases that you made on a day in which you
22 performed any work for UTS, is that correct?

23 MR. CHURCHILL: Objection.

24 A. Repeat that question one more time, please.

1 **Q. Yes. Do I -- do I understand correctly**
2 **that the gas purchases which are highlighted in**
3 **these bank statements are any and all gas purchases**
4 **that were made by you on a day in which you**
5 **performed any work for UTS?**

6 MR. CHURCHILL: Objection.

7 A. Incorrect.

8 **Q. Okay. So explain to me which ones are**
9 **highlighted and which ones are not highlighted.**

10 A. It would be tough for me to differentiate
11 between -- with gas, I travel from home to home
12 office; so, in theory, gas spent or purchased would
13 fill the tank for that; so, it's hard to
14 differentiate between -- to say yes to the statement
15 of all gas purchases would be directly correlated to
16 gas used during UTS time.

17 **Q. All right. So that's not my question,**
18 **actually, and this may be my inartful question**
19 **asking; so, I apologize.**

20 **What I'm trying to get a sense of here is**
21 **how you determined which -- entries related to gas**
22 **purchases that appear highlighted here, how you**
23 **determined which ones were highlighted.**

24 A. By the title of saying, "Cumberland," which

1 A. Correct.

2 **Q. Do you know how many miles that -- that**
3 **would be between Orange and Leominster?**

4 A. Not off the top of my head, no.

5 **Q. Okay. So these gas purchases would also --**
6 **that are highlighted here would also include gas**
7 **that was expended in your driving, you know, from**
8 **Orange to Leominster and from Leominster to Orange**
9 **at the beginning and end of the day, right?**

10 A. That is correct.

11 **Q. Okay. And you don't -- as you sit here**
12 **today, you don't have any sense of how many miles**
13 **that part of your commute would be?**

14 A. Not off the top of my head, no.

15 **Q. Okay. So besides gas purchases, are there**
16 **any other types of purchases that were highlighted**
17 **in the statement?**

18 A. Yes.

19 **Q. Okay. What other kinds of purchases were**
20 **highlighted in your bank statements?**

21 A. To the best of my ability to remember, any
22 other items that involved the previous expenses we
23 mentioned earlier, maintenance, wear and tear, and
24 general usage of the vehicle were -- were included

1 I recognize is the Cumberland Farms gas station.
2 That's why I highlighted the item.

3 **Q. Okay. So my understanding of your**
4 **testimony -- and correct me if I'm wrong because I**
5 **don't want to mischaracterize it -- is that to**
6 **determine whether or not a gas purchase that appears**
7 **on your bank statement should be highlighted you**
8 **simply determined whether it was a gas purchase that**
9 **occurred on a day when you performed work for UTS.**
10 **Would that be a fair statement?**

11 MR. CHURCHILL: Objection.

12 A. I highlighted any gas purchases made on my
13 statement.

14 **Q. Okay. Irrespective of whether the purchase**
15 **was made on a workday?**

16 A. Correct.

17 **Q. Okay. And, of course, you were living for**
18 **most of your employment in Orange, Massachusetts,**
19 **right?**

20 A. That is correct.

21 **Q. Okay. And so part of your commute to and**
22 **from the first and last job sites every day would**
23 **consist of mileage between Orange and Leominster,**
24 **right?**

1 in what I highlighted.

2 **Q. Okay. So essentially -- and correct me if**
3 **I'm wrong -- if you saw an expense that seemed**
4 **related to one of those items, it was -- you just --**
5 **the entry was highlighted?**

6 A. Correct.

7 **Q. Okay. And then, I guess, another question**
8 **I'd have for you is: Earlier you testified that**
9 **you, on average, did not work every day of the week,**
10 **right?**

11 A. That is correct. Well, on average, I
12 worked a full week; however, there were days or
13 weeks that I either did not work or worked more than
14 five days.

15 **Q. In fact, on average, you said you worked a**
16 **five-day week?**

17 A. Correct.

18 **Q. Okay. Which would mean that, on average**
19 **for each week, two out of seven days worth of**
20 **vehicle use would not be work related, right?**

21 A. Repeat that again.

22 **Q. Yeah. For any given week, right, on**
23 **average, two out of seven days worth of driving**
24 **would not be mileage associated with your**

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1 work-related use of the vehicle at all?
2 A. Correct.
3 Q. What sorts of things do you like to do on
4 the weekend?
5 A. Watch TV.
6 Q. Do you ever -- do you ever travel on the
7 weekend?
8 A. Yes.
9 Q. Do you ever travel by car on the weekend?
10 A. Yes.
11 Q. Okay. So if you were to use your personal
12 vehicle to take a road trip or do some other type of
13 travel by car on the weekend, part -- the -- the --
14 that usage would not be -- you wouldn't be
15 able to -- that usage is not captured in what's
16 highlighted here, right?
17 MR. CHURCHILL: Objection.
18 A. I would not be able to differentiate the
19 usage.
20 Q. Right. So in other words, let's say you
21 highlighted an oil change that appears in one of
22 these statements, right --
23 A. Correct.
24 Q. -- the total amount of that oil change

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1 couldn't be attributed to your use of your vehicle
2 for UTS because not all of your driving was business
3 use, right?
4 A. Correct.
5 Q. Okay. So I'm just trying to establish
6 that, when we see the entries in these bank
7 statements that are highlighted, they reflect the
8 gross amounts out of all expenses in the categories
9 that you testified about earlier which appear on
10 your bank statement?
11 A. That is correct.
12 Q. Okay. So let's look at -- I want to -- you
13 know, you said that it would be difficult to sort of
14 figure out whether your reimbursements -- whether
15 your mileage reimbursements at UTS were sufficient
16 to cover your costs, and given that you did produce
17 a substantial number of records that reflect those
18 costs, I thought it would be helpful to go through
19 some examples to see what that comparison looks
20 like.
21 So let's start with the very beginning of
22 your employment. Let's look at September of 2018.
23 So if you go to Exhibit 1, the first page that's
24 labeled 1614, and then I want you to flip, again, to

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1 the page that's labeled 1618. You'd agree with me
2 that this would be the first bank statement that you
3 produced in this litigation that would have any
4 UTS-related car expenses on it, right?
5 A. Yes.
6 Q. Because it's from September 18th, 2018, and
7 you started work on September 10th, 2018?
8 A. Correct. Yes.
9 Q. Okay. So if you go through the highlighted
10 entries here between September 10th and
11 September 17th -- you can take a minute to look at
12 those. My first question about them is: Were all
13 of these related to your work with UTS?
14 MR. CHURCHILL: Objection.
15 A. I'm not sure.
16 Q. Okay. So it's possible that some of them
17 were not related?
18 A. It potentially is.
19 Q. All right. Now, I will represent to you
20 that I've calculated the total of those highlighted
21 entries for September 10th through September 17th to
22 be \$235.52.
23 Now, you're the -- you're the engineer
24 with, I'm sure, a far superior mathematics

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1 background; so, please, feel free to check my
2 calculation if you want. But if I represented that
3 to you, would you have any reason to dispute that?
4 A. As a lawyer, I would assume you would have
5 the capability to calculate with a calculator those
6 amounts; so, I will trust you that that is a proper
7 value.
8 Q. That's very generous of you.
9 Okay. Now, let's look to the next bank
10 statement that would also have some September
11 expenses. It's dated October 18th, 2018, and it's
12 the page numbered -- it begins at 1621; so, you have
13 to flip through a few pages.
14 A. Uh-huh.
15 Q. And then, if you, you know, go on to 1622,
16 you'll start to see more highlighted entries from
17 September 19th through the 27th. Take a moment to
18 look through those. I have the same question. Have
19 you -- have you looked through them?
20 A. Correct.
21 Q. I have -- I have the same question before
22 which is: Were all of those -- as you sit here
23 today, can you tell whether all of those were
24 related to your work with UTS?

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1 A. I can't be -- I'm not sure.

2 **Q. Okay. I'll represent to you that the total**

3 **amount of those highlighted entries is -- again, I'm**

4 **not a math guy -- is \$153.79. Is that -- do you**

5 **have any reason to disagree with that?**

6 A. No, I do not.

7 **Q. Okay. So that would mean that the total**

8 **highlighted bank charges that you have here on your**

9 **Century Bank statement for your employment in**

10 **September -- September 10th through the end of month**

11 **is -- would be \$389.31. Does that -- does that**

12 **sound right?**

13 A. Yeah. I trust that the math checks out.

14 **Q. Okay. So I'm going to introduce another**

15 **exhibit now, and this is going to be a part of the**

16 **sort of discussion where you'll frequently be having**

17 **sort of -- going back and forth between two**

18 **exhibits; so, I'm just giving you a heads-up now**

19 **about that.**

20 MR. STEINBERG: Let's mark this as -- I

21 think we're at nine now.

22 (Document marked as Exhibit 9

23 for identification)

24 MR. STEINBERG: That goes to you sorry.

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1 THE WITNESS: Thank you.

2 THE REPORTER: Yup.

3 BY MR. STEINBERG:

4 **Q. So take a look at Exhibit 9. Do you**

5 **recognize these?**

6 A. I do recognize these.

7 **Q. What do they look like to you?**

8 A. They look like timesheets that I had

9 submitted to UTS.

10 **Q. Okay. I'll represent to you that Exhibit 9**

11 **consists of the timesheets that were submitted --**

12 **that you submitted for the month of September of**

13 **2018, which is the period we were just looking at in**

14 **your bank statements.**

15 A. Correct.

16 **Q. Okay. And so from the exhibit, can you**

17 **tell how much you received in mileage reimbursements**

18 **for the month of September of 2018.**

19 A. Without calculating them -- oh, perfect.

20 Thank you.

21 **Q. Feel free to use that.**

22 MR. STEINBERG: Let the record reflect that

23 I just handed a calculator to the witness.

24 A. May I ask a question. Did you already

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1 calculate these by any chance?

2 **Q. I did. Would you like -- would you --**

3 A. Yeah. I trust that the math checks out

4 on -- on your end.

5 **Q. Very good.**

6 **Okay. So I'll represent to you that the**

7 **total mileage reimbursements that you received for**

8 **September were \$503.65. So would you agree with me**

9 **that you had received \$114.34 more than the cost**

10 **that you've highlighted on your September bank --**

11 **September and October Century Bank statements?**

12 A. That is correct.

13 **Q. Okay. Are you aware of any other documents**

14 **or information that would show you incurred**

15 **unreimbursed transportation expenses for the month**

16 **of September 2018?**

17 MR. CHURCHILL: Objection.

18 A. I do not know if I can answer that or be

19 able to recall of any other expenses.

20 **Q. Okay. So -- so your answer is you don't --**

21 **you're not sure?**

22 A. Correct.

23 **Q. Okay. Based on what we just looked at, do**

24 **you see any unreimbursed transportation costs that**

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1 **you incurred in connection with your employment for**

2 **UTS for the month of September 2018?**

3 MR. CHURCHILL: Objection.

4 A. I am not sure.

5 **Q. So is that a yes or a no?**

6 A. I do not recall. If it is based on the

7 question you asked, it seems you're asking -- can

8 you repeat the question to see if I can better

9 answer it.

10 **Q. Right. So we looked at your bank**

11 **statements, right?**

12 A. Uh-huh.

13 **Q. Those have all of the gas that you paid for**

14 **for your vehicle for all of the days between**

15 **September 10th and the end of the month of September**

16 **2018, right?**

17 MR. CHURCHILL: Objection.

18 A. On the statements, correct.

19 **Q. Right. So we added up all of those**

20 **highlighted entries, which, again, reflect the gross**

21 **amounts that you paid for those car-related expenses**

22 **that show up on your bank statement, right?**

23 A. Correct.

24 **Q. And we agreed that, when you compare those**

1 to the amount you were reimbursed for mileage in
2 September of 2018, your reimbursements actually
3 exceeded your costs by \$114.34?

4 MR. CHURCHILL: Objection.

5 A. Correct.

6 Q. Okay. So now let's go to the next month.
7 You're -- you're getting into it. You're in October
8 of 2018. Let's pull out another exhibit here.

9 MR. STEINBERG: This will be ten.

10 (Document marked as Exhibit 10
11 for identification)

12 THE WITNESS: Thank you.

13 THE REPORTER: Uh-huh.

14 BY MR. STEINBERG:

15 Q. Do you recognize Exhibit 10?

16 A. I do.

17 Q. What is it?

18 A. It is the additional timesheets submitted
19 to UTS.

20 Q. Okay. And for what month and year?

21 A. It appears October.

22 Q. Okay. Now, I will represent to you that
23 the total amount of your mileage reimbursements for
24 of October 2018 -- I'm sorry. I'm just trying to --

1 was \$984.20. Do you accept that amount?

2 A. I believe I would -- I would -- I have no
3 reason to believe that your calculations are
4 incorrect.

5 Q. Okay. And just so that you know that I was
6 not overlooking anything, for the first page of this
7 exhibit, UTS 8, I only included the first several
8 entries there that were for October. I did not
9 include the November entries because that's for the
10 next month of November. We're only talking about
11 October. All right.

12 A. Okay.

13 Q. So now let's go back to Exhibit 1 again,
14 your Century Bank statements, and you flip to the
15 page Bates labeled 1623. Let's take a look at your
16 expenses for that month.

17 So from October 1st, do you see that there
18 are highlighted entries beginning October 1st and
19 they go through October 17th of 2018?

20 A. Yes.

21 Q. Okay. And the -- the total number -- the
22 total amount, I should say, of those entries
23 highlighted is \$548.33. Does that seem right to
24 you?

1 A. I believe your math checks out.

2 Q. Okay. And then, if we just flip another
3 couple of pages, we arrive at the November 16th,
4 2018, bank statement which has entries highlighted
5 for October 19 through to the end of October. Do
6 you see that?

7 A. Yes, I do.

8 Q. And the total of those entries is \$331.97.

9 Does that seem -- seem right?

10 A. It appears accurate to -- to me.

11 Q. So if you add \$331.97 and \$548.33, you get
12 to \$880.30 in expenses highlighted here on your bank
13 statement for the month of October, is that right?

14 A. That appears to check out.

15 Q. Okay. So you would agree, then, that you
16 received \$103.90 more in mileage reimbursements in
17 the month of October 2018 than the total of your
18 highlighted expenses as reflected on your Century
19 Bank statement?

20 A. Can you repeat the -- the start of that
21 question.

22 Q. Yeah. Sorry. So would you agree, then,
23 that you received \$103.90 more in mileage
24 reimbursements for the month of October 2018 than

1 your costs as reflected in the sum of the
2 highlighted entries on your bank statements?

3 MR. CHURCHILL: Objection.

4 A. The math checks out correct.

5 Q. Okay. Are you aware of any other documents
6 or information that would show other elements of
7 auto-related costs that you incurred in connection
8 with your UTS work for the month of October 2018?

9 MR. CHURCHILL: Objection.

10 A. I would not be able to recall.

11 Q. Okay. So as you sit here today, do you
12 have any reason to think that your mileage
13 reimbursements that you received from UTS in October
14 of 2018 were not sufficient to cover your
15 transportation-related costs for that month?

16 MR. CHURCHILL: Objection.

17 A. I would not be able to recall any
18 additional information --

19 Q. Okay.

20 A. -- if that answers the question.

21 Q. Well, so, I guess, my -- it sort of does.
22 Really my question is: Are you aware of any? It
23 seems like a yes or no question. Are you aware of
24 any additional documents or information that we

1 haven't looked at yet which would indicate that your
2 mileage reimbursements for October 2018 were not
3 enough to cover the costs that you incurred in
4 connection with the use of your car?

5 MR. CHURCHILL: Objection.

6 A. I do not have any other documents that
7 can -- that I can recall or be able to remember and
8 would be able to pull.

9 Q. So you would agree that even accounting --
10 even -- even assuming that UTS was responsible for
11 reimbursing the full amount of each and every gas
12 purchase that's highlighted for the month of
13 October, right, and all of the other purchases that
14 are highlighted, even assuming that UTS was
15 responsible to reimburse that full amount, the
16 amount of mileage reimbursement that you received
17 still left you with almost \$104 left over?

18 MR. CHURCHILL: Objection.

19 A. Based on these bank statements, correct.

20 Q. Okay. And I know we -- we talked about
21 this before; but you would also agree that, in fact,
22 UTS -- that, in fact, the gross amounts that are
23 highlighted here are not all attributable to your
24 work-related use of the automobile since you drove

1 it for both personal and work-related reasons?

2 A. That is correct.

3 Q. Okay. So now let's move a little ahead.
4 I'm not going to go through every single month, but
5 let's jump ahead to the year 2019. Let's look at,
6 you know, the month of June.

7 A. Would you mind if I take another bathroom
8 break, please.

9 Q. I would not mind at all.

10 A. Appreciate it.

11 (Recess, 3:05 p.m. - 3:15 p.m.)

12 BY MR. STEINBERG:

13 Q. So before we move ahead to June of 2019, I
14 did have one more question about the bank statements
15 we were just looking at.

16 A. Uh-huh.

17 Q. If you could pull -- if you could turn to
18 Page 16. It's labeled at the bottom 1624. These
19 were October 2018 bank charges that are or, I should
20 say, items on your October 18, 2018, bank statement
21 that are highlighted. So at the bottom of 1624, do
22 you see there are two items from October 9th that
23 look like charges at a Cumberland Farms?

24 A. Correct.

1 Q. Okay. And one of them is for \$6.20 and the
2 other is for \$17. Were both of those for gas?

3 A. I do not recall.

4 Q. All right. And then moving over to the
5 next page, there are three more charges from the
6 same -- it looks like that all three of the charges
7 on the next page are from the same Cumberland Farms
8 in Leominster for three different amounts. The
9 first amount is \$28.70, the second is \$30.15, and
10 the last one is \$32.43. Do you recall if any or all
11 of those or some of them were for gas?

12 A. I do not recall.

13 Q. Okay. Do -- the vehicle that you were
14 driving at this time, that was a Chevy Cobalt?

15 A. That is correct.

16 Q. What sort of gas mileage does that vehicle
17 get?

18 A. I would not be able to recall that.

19 Q. Is it relatively fuel efficient?

20 MR. CHURCHILL: Objection.

21 A. I would not be able to recall the fuel
22 efficiency.

23 Q. Okay. Would it generally be the case that,
24 with that vehicle, you would need to fill the gas

1 tank five times in one day?

2 A. That would not be the case.

3 Q. Okay. So the entries here from October 9th
4 beginning on Page 1624 and continuing to Page 1625,
5 there are five of them, would it be fair to say that
6 most likely not all five of those were gas
7 purchases?

8 A. I would say that would be incorrect.

9 Q. So you think all five of them were gas
10 purchases?

11 A. It's a possibility, yes.

12 Q. Well, what's the best of your
13 recollection?

14 A. Based on these charges, to my recollection,
15 the payments I made were not instant -- weren't
16 instantaneously reflected onto my bank account,
17 meaning there was a -- potentially a accounting
18 process Cumberland Farms did by grouping these
19 purchases together under one time frame, for
20 example, why there is a gap between the 9th and the
21 11th or gaps in days when I did not pay for gas --

22 Q. Okay.

23 A. -- or which does not show a charge at least
24 for gas would indicate why there were probably

1 multiple charges in one day.
2 **Q. Okay. So looking at the -- the first**
3 **Cumberland Farms item from October 9th, \$6.26,**
4 **would -- if you can remember, would you ever spend**
5 **such a low amount on -- on a gas fill-up?**
6 A. Yes.
7 **Q. Okay. When would that be?**
8 A. To top off on my gas tank.
9 **Q. Okay. All right. So now let's move ahead**
10 **to the month of June 2019, which was a little later**
11 **in your employment with UTS, is that right?**
12 A. Repeat that again.
13 **Q. June 2019 was a little later on in your**
14 **employment with UTS?**
15 A. Yes. Correct. 2019 is.
16 **Q. Okay.**
17 MR. STEINBERG: That will be Exhibit 11, I
18 think. Is that right?
19 THE REPORTER: Yup.
20 (Document marked as Exhibit 11
21 for identification)
22 BY MR. STEINBERG:
23 **Q. All right. So I just handed you what's**
24 **been marked as Exhibit 11. Do you recognize this?**

1 A. It appears to be a timesheet that I
2 submitted to UTS during the month of June.
3 **Q. 2019?**
4 A. Yes.
5 **Q. All right. And does it -- generally, for**
6 **all the timesheets that you've been looking at so**
7 **far, do they appear to be true and accurate copies**
8 **of those timesheets?**
9 A. No reason to suggest otherwise.
10 **Q. Okay. So the total mileage reimbursements**
11 **you received in the month of June 2019, if you add**
12 **up, all of the reimbursements that you received as**
13 **reflected in the exhibit in front of you are**
14 **\$1,193.15. Does that seem correct?**
15 A. I believe your -- I trust your calculations
16 are correct.
17 **Q. All right. So, now, let's turn back to**
18 **Exhibit 1 again, and you can flip to the page that's**
19 **labeled 1690 at the bottom, Jefferson 1690. That's**
20 **a bank statement dated June 18th, 2019, is that**
21 **right?**
22 A. That is correct.
23 **Q. Okay. And there are charges on here**
24 **highlighted from June 3rd through June 17th, is that**

1 **right?**
2 A. That is correct.
3 **Q. All right. So if you look at Page 1690,**
4 **right in the middle there, do you see that point of**
5 **sale purchase? It's actually -- it actually appears**
6 **to be dated May 31st, not -- not June 3rd, but it**
7 **shows up on your bank statement on June 3rd, is that**
8 **right?**
9 A. That is correct.
10 **Q. Okay. And it's a -- and that means that it**
11 **would have been -- it would have hit your account on**
12 **June 3rd?**
13 A. It looks like, yes, that it hit my account
14 on June 3rd.
15 **Q. Okay. And so fair -- fair to count this**
16 **among your June costs instead of May since it didn't**
17 **hit your account until June 3rd?**
18 A. Sure.
19 **Q. We'll include it.**
20 A. Yeah. If -- if that's how you want to
21 calculate it.
22 **Q. It means that we're really including a May**
23 **expense in June, but let's -- let's include it for**
24 **June for purposes of this discussion. How does that**

1 **sound?**
2 A. Sure.
3 **Q. Okay. So there's a -- it looks like a**
4 **point of sale purchase from a Pat's Towing in the**
5 **amount of \$203.69. Do you remember being towed on**
6 **June 3rd, 2019?**
7 A. I do not recall.
8 **Q. Okay. Do you recall any instances in which**
9 **you were towed during your employment at UTS?**
10 A. Nothing comes to mind.
11 **Q. Okay. So -- so you don't have any**
12 **recollection of why you spent \$203.69 for a point of**
13 **sale purchase from a Pat's Towing?**
14 A. I believe they also do maintenance.
15 **Q. Okay.**
16 A. So it could very well be a maintenance
17 expense as well.
18 **Q. So do you see there's a location listed**
19 **there under the point of sale purchase entry for**
20 **Pat's Towing. It says, "173 New Zealand Road,**
21 **Seabrook, New Hampshire." Do you see that?**
22 A. Yes.
23 **Q. Do you recall taking your car to Seabrook,**
24 **New Hampshire for maintenance?**

1 A. Yes, I do recall taking my car there for --
2 for maintenance.
3 **Q. Okay. Is there a particular reason why you**
4 **go to New Hampshire for maintenance?**
5 A. Comfort.
6 **Q. Do you know the folks -- I'm just curious.**
7 **Do you know the folks that --**
8 A. Reference. I'm told they are good so...
9 **Q. Okay. So we have \$203.69 on maintenance.**
10 **Do you remember what kind of work was performed?**
11 A. I would not be able to recall that.
12 **Q. All right. So including that in, which**
13 **actually appears to have been an expense that**
14 **incurred at the end of May, but including that in**
15 **for June and adding up all of the highlighted**
16 **charges through June 17th, the -- the total expenses**
17 **come out to \$606.03. Does that seem right to you?**
18 A. I believe your calculations would be
19 correct.
20 **Q. Okay. Now, the rest of June appears on**
21 **your July 18th, 2019, bank statement which is**
22 **page -- begins at 1695. Could you flip there,**
23 **please.**
24 A. Okay.

1 **Q. And there are highlighted charges from**
2 **June 19th through, it looks like, June 28th, is that**
3 **right?**
4 A. That looks to be correct.
5 **Q. Okay. And the total of those highlighted**
6 **charges is \$199.46. Do you disagree?**
7 A. I trust your math is correct.
8 **Q. Okay. So the total highlighted charges on**
9 **your bank statements from Century Bank for June 2019**
10 **comes out to \$805.49, the \$199.46 that we just**
11 **looked at and the \$606.03 from the previous bank**
12 **statement.**
13 A. I believe your calculations would be
14 correct.
15 **Q. Okay. So that means, in June of 2019, you**
16 **received mileage reimbursements that were \$387.66**
17 **more than all of the highlighted charges that we**
18 **just went through, including a charge that is from**
19 **work you had done at the end of May.**
20 A. Correct.
21 **Q. Okay. Are you aware of any documents or**
22 **information that would show you had unreimbursed**
23 **transportation expenses for the month of June**
24 **2019?**

1 MR. CHURCHILL: Objection.
2 A. You're asking if I had any other expenses
3 that are not necessarily shown on this statement
4 that I had?
5 **Q. Correct.**
6 A. Correct. There could have been -- yes.
7 There could have been other charges that would not
8 show up on this statement.
9 **Q. Such as what?**
10 A. Cash -- cash purchases -- purchases for gas
11 and -- and other miscellaneous items associated with
12 driving and credit card statements, as well as --
13 yeah. I would say those -- those are a few of the
14 items.
15 **Q. Okay. You produced credit card statements**
16 **in this litigation, didn't you?**
17 A. I believe I did, yes.
18 **Q. Okay. And do you know whether those**
19 **records reflect any additional -- any additional**
20 **transportation-related expenses -- work-related**
21 **transportation expenses for the month of June**
22 **2019?**
23 A. I assume I did use my credit cards just as
24 much as my debit card, as well as cash for

1 purchases.
2 **Q. Okay. Even assuming that that's the case,**
3 **do you have any reason to believe that all of those**
4 **other charges, cash and anything that you charged to**
5 **your credit card, would add up to \$387.66?**
6 MR. CHURCHILL: Objection.
7 A. It's a possibility, yes.
8 **Q. Okay. But you don't know?**
9 A. I do not have that information on hand, no.
10 **Q. Okay. So let's -- let go to the -- again,**
11 **we're in June of 2019. Let's go to the end of the**
12 **summer of 2019, September. So this would be another**
13 **exhibit.**
14 (Document marked as Exhibit 12
15 for identification)
16 THE WITNESS: Thank you.
17 THE REPORTER: You're welcome.
18 BY MR. STEINBERG:
19 **Q. Do you recognize --**
20 MR. STEINBERG: We're up to Exhibit 12, I
21 believe.
22 THE REPORTER: Uh-huh.
23 **Q. So do you recognize Exhibit 12?**
24 A. I do.

1 **Q. What is it?**
2 A. Additional timesheet for my time with UTS
3 in the month of September of 2019.
4 **Q. Okay. If you look at the mileage**
5 **reimbursements that you received in that month as**
6 **reflected in the exhibit in front of you, I'll**
7 **represent that they appear to add up to \$853.65.**
8 A. I believe your -- I would trust that your
9 calculations are correct.
10 **Q. Okay. So now let's go back, again, to**
11 **Exhibit 1, and specifically you can look through the**
12 **page labeled 1718 at the bottom. And if you look**
13 **through the pages beginning at 1718 for your**
14 **September 18, 2019, bank statement, you'll see some**
15 **highlighted charges from dates ranging from**
16 **September 4th through September 18th, is that**
17 **right?**
18 A. That is correct.
19 **Q. Okay. And the total of those highlighted**
20 **charges I'll represent to you is \$271.77.**
21 A. I trust your math is correct.
22 **Q. Okay. And then we can continue to look at**
23 **your September charges by going to the October**
24 **statement, which is on Page 1723, and there are**

1 **charges ranging from September 19th through**
2 **September 30th, right?**
3 A. Correct.
4 **Q. You add all of those up, you get \$456.14 in**
5 **what's highlighted here, right?**
6 A. That seems to check out, if your math is
7 right.
8 **Q. Okay. And if you go back to Page 1724,**
9 **you'll notice there's an expense on September 23rd.**
10 **Do you see that there? It's \$196.90. Do you see**
11 **that purchase?**
12 A. I believe so, yup. I do see that.
13 **Q. Do you remember that purchase?**
14 A. I would not be able to recall that
15 purchase.
16 **Q. Okay. Now, it says, "VIOC." Could that**
17 **be, like, Valvoline instant oil change, maybe?**
18 A. I believe that's correct.
19 **Q. Okay. So would -- could this have been an**
20 **oil change?**
21 A. It could have been, yes.
22 **Q. And that's \$196.90?**
23 A. That is correct.
24 **Q. How often did you need to get an oil change**

1 **for this car?**
2 A. Whenever it required it.
3 **Q. Okay. So how -- how often would that be,**
4 **approximately?**
5 A. I wouldn't be able to recall the exact
6 duration, but from my recollection, cars typically
7 need oil changes between 3,000 and 5,000 miles,
8 every 3,000 or 5,000 miles, but I wouldn't be able
9 to say exactly.
10 **Q. Okay. So fair to say that oil change is**
11 **not an expense you would incur every month?**
12 A. Not necessarily, correct.
13 **Q. Okay. So the total highlighted charges on**
14 **your Century Bank statements for the month of**
15 **September of 2019 are \$727.91. Is that -- that**
16 **would be correct?**
17 A. So you're saying the total of all of these
18 highlighted charges are that amount?
19 **Q. Yeah.**
20 A. I believe you -- your math is correct.
21 **Q. Okay. So -- so here your mileage**
22 **reimbursements we looked at were \$853.65. Your**
23 **highlighted -- the total of the highlighted charges**
24 **on your bank statements are \$727.91. That would**

1 **mean your mileage reimbursements that you received**
2 **were \$125.74 more than the sum of these highlighted**
3 **charges.**
4 A. That is correct.
5 **Q. And that includes 190 -- almost 197 bucks**
6 **at Valvoline?**
7 A. That is correct.
8 **Q. Okay. So we're done with 2019. Let's --**
9 **let's look ahead to 2020. Let's look at the month**
10 **of May 2020 as another example.**
11 (Document marked as Exhibit 13
12 for identification)
13 THE WITNESS: Thank you.
14 THE REPORTER: Uh-huh.
15 BY MR. STEINBERG:
16 **Q. So you've just been handed Exhibit 13, is**
17 **that right?**
18 A. That's correct.
19 **Q. Okay. And what -- what is Exhibit 13?**
20 A. It looks to be the timesheets I submitted
21 for the month of May of 2020.
22 **Q. Okay. And both Exhibit 13 and Exhibit 12,**
23 **which we just discussed a few moments ago, those**
24 **appear to be true and accurate copies of your**

1 timesheets?

2 A. They appear so, yes.

3 Q. Okay. So the total reimbursements that you
4 received for mileage for -- in the month of May 2020
5 come out to \$1,270.90. Does that look right to
6 you?

7 A. I would trust your math is correct.

8 Q. All right. So now let's compare that to
9 your bank charges for the same month, and you'll
10 find those beginning in Exhibit 1, Page 1793. Are
11 you with me?

12 A. Yes.

13 Q. Okay. So beginning on Page 1793, there's a
14 series of highlighted charges that go through the
15 date of May 18th. Do you see those?

16 A. That I do.

17 Q. All right. Now, the total of those is
18 \$575.84.

19 A. I trust your math is correct on that one.

20 Q. The second entry from the top on Page 1794
21 that's highlighted, it's a \$70.95 charge at a place
22 called Promto, Inc., in Seabrook, New Hampshire, is
23 that right?

24 A. That is correct.

1 Q. What is Promto, Inc.?

2 A. To my recollection, it is another place
3 that I get oil changes and other maintenance.

4 Q. Okay. So would this reflect, again, an oil
5 change that you got for the car?

6 A. That would be correct.

7 Q. And which vehicle would you have been
8 driving, if you remember, at this time, May of
9 2020?

10 A. I would not recall which vehicle.

11 Q. Okay. Could it still -- could it have been
12 the Chevy Cobalt still?

13 A. I would not be able to -- to remember that
14 but...

15 Q. All right. So whichever vehicle you were
16 driving, you got, it looks like, an oil change on
17 May 5th, right?

18 A. That is correct.

19 Q. Then a little farther down do you see
20 there's a -- right before some redaction, there's
21 "Excise Town of Orange, \$86.47." Do you see that?

22 A. Yes.

23 Q. Do you remember what that charge is all
24 about?

1 A. It looks like excise tax.

2 Q. And for which vehicle would that excise tax
3 have been assessed, do you know?

4 A. I would not be able to accurately say.

5 Q. Okay. Whichever vehicle it was, it's fair
6 to say that you paid the -- the excise tax in May of
7 2020?

8 A. That would be correct.

9 Q. Okay. So so far we have -- in addition to
10 gas charges, we've got an oil change on May 5th, we
11 have an excise tax that you paid, also, on May 5th,
12 is that right?

13 A. It looks so, yes.

14 Q. Okay. And then, if we continue by going to
15 the next dated statement on Page 1797, right, this
16 has more charges for May.

17 A. You said 1797?

18 Q. Yes. I'm sorry. At the bottom, it's Bates
19 labeled 1797. I think it's the first page of the
20 June 8th, 2020, bank statement.

21 A. Yes. Correct.

22 Q. Okay. So if we flip over, we see more
23 highlighted charges beginning on May 20th and going
24 through May 29th, right?

1 A. That is correct.

2 Q. All right. And one of those -- if you look
3 at -- with me at the bottom of Page 1798, it looks
4 like a charge from Arbella Mutual. Do you see
5 that?

6 A. I do.

7 Q. Do you know what that's about?

8 A. I believe that is associated with Arbella
9 Insurance, which is one of the insurance companies I
10 used.

11 Q. For which vehicle, do you remember?

12 A. I believe I -- when I switched over to
13 Arbella, it would have been all of the vehicles that
14 I -- that we -- that were used.

15 Q. Okay. So -- so you at some point obtained
16 coverage through Arbella for three different
17 vehicles?

18 A. Whatever vehicles I owned at the time, I
19 had coverage with Arbella.

20 Q. Okay. You don't remember which vehicles
21 you owned in May of 2020 -- or excuse me -- June --
22 well, yeah -- May of 2020?

23 A. I would not be able -- I would have to
24 check the time frames.

1 Q. Okay. And that -- so that was an insurance
2 premium of \$90.
3 A. That looks like it's correct.
4 Q. And you just testified that whichever
5 vehicles that insurance payment was associated with,
6 it would have been any and all of the vehicles you
7 were using for work at that time, correct?
8 A. Possibility.
9 MR. CHURCHILL: Objection.
10 A. Possibility, yes.
11 Q. Well, I actually think it was a yes or no
12 question, right. Either it was or it wasn't. Which
13 is it?
14 MR. CHURCHILL: Objection.
15 A. I wish I paid \$90 a month for my -- my
16 vehicles. However, I don't know if this \$90 is
17 specific to one or all of the vehicles.
18 Q. Okay. Are you aware of any other insurance
19 payments you were making at this time in connection
20 with vehicles that you were using for your work at
21 UTS?
22 A. I would not be able to recall that right
23 off the top of my head, no.
24 Q. Okay. So -- so the total of all of those

1 highlighted bank statements that we just looked at
2 with charges -- strike that.
3 The total of all of those highlighted
4 charges from your bank statements related to charges
5 in the month of May 2020 add up to \$830.65. Do you
6 disagree?
7 A. I believe your -- your calculations are
8 correct.
9 Q. Okay. And that included an oil change, is
10 that right?
11 A. Based on our review, I would say you're
12 correct.
13 Q. That included your payment of an excise
14 tax, right?
15 A. Correct.
16 Q. It included an insurance payment, right?
17 A. Correct.
18 Q. All right. And we already established that
19 your total mileage reimbursements for that month
20 were \$1,270.90, right?
21 A. Using the timesheet?
22 Q. Correct.
23 A. Correct.
24 Q. Okay. So that means that you received

1 \$440.25 more in mileage reimbursements than the
2 total of those highlighted charges from May of 2020.
3 A. That is correct.
4 Q. Okay. Now, you also, as you testified
5 earlier, produced credit card statements in this
6 action, right?
7 A. That is correct, I believe.
8 Q. Okay. I'm -- I am being very transparent
9 here; so, I assure you, when a credit card statement
10 reflected a charge related to what we're discussing,
11 I brought it to discuss with you. So let's take a
12 look at one of those from May of 2020.
13 (Document marked as Exhibit 14
14 for identification)
15 THE WITNESS: Thank you.
16 THE REPORTER: Uh-huh.
17 MR. STEINBERG: What Exhibit No. 14 is it?
18 THE REPORTER: Yup.
19 BY MR. STEINBERG:
20 Q. So you've just been handed Exhibit 14. Do
21 you recognize this?
22 A. I do recognize it.
23 Q. Okay. What is it?
24 A. It looks like a Discover credit card

1 statement that I provided.
2 Q. Okay. Now, this is a credit card that you
3 used during your employment at UTS?
4 A. If the dates line up, then -- then I would
5 say yes.
6 Q. So what -- looking at the statement, what
7 was the date of this credit card statement?
8 A. It appears to be closed on May 12th, 2020.
9 Q. Okay. And you were employed by UTS on
10 May 12th, 2020, right?
11 A. I believe I was, yes.
12 Q. Okay. So this was a credit card you were
13 using on May 12th, 2020, is that right?
14 A. That is correct.
15 Q. And am I correct that you have been a
16 Discover card member since -- is it 2014 according
17 to this?
18 A. Yup.
19 Q. So throughout your employment with UTS, you
20 would have been using this credit card as well to
21 make some purchases?
22 A. Yeah, if needed.
23 Q. Okay. The Century Bank statements that we
24 were looking at -- does that account -- do you have

1 a debit card to make transactions on that account?

2 A. Yes, I do.

3 Q. Okay. So that debit card, would that be
4 your primary means of making purchases?

5 A. It's hard for me to -- to say if it was my
6 primary. At any one point in time, I used all of my
7 cards; so, it would be tough for me to kind of
8 justify what would be primary or not.

9 Q. Okay. And am I correct that, if you found
10 a credit card statement that had charges that you
11 believe to be relevant to this lawsuit, you produced
12 it?

13 A. To the best of my ability, yes.

14 Q. Okay. So looking at Exhibit 14, there's
15 one charge that's unredacted. It's on the page
16 labeled 1914 at the bottom, is that right?

17 A. That is correct.

18 Q. Okay. And it looks like a charge at a
19 Chevrolet in Amesbury for \$487.89 dated May 1st, is
20 that right?

21 A. That looks correct.

22 Q. Okay. Do you remember anything about that
23 transaction at Amesbury Chevrolet?

24 A. I would not be able to recall exactly what

1 percent of the insurance premium you paid, a hundred
2 percent of the excise tax you paid on a vehicle, a
3 hundred percent of the oil change, a hundred percent
4 of all of the gas purchases that you made that were
5 highlighted on your bank statement, and a hundred
6 percent of this charge at Amesbury Chevrolet on
7 May 1st, 2020, the amount that you received in
8 reimbursements from UTS in the month of May nearly
9 covered all of those expenses, right?

10 MR. CHURCHILL: Objection.

11 A. If you're comparing the values we just went
12 over to the values that I was reimbursed per the
13 timesheet?

14 Q. Yes.

15 A. Comparing the two, if your math checks out,
16 then I would say your -- the math makes sense.

17 Q. Right. I mean, you received in
18 reimbursements in May 2020 of \$1,270.90.

19 A. If your math is correct, yes, I agree.

20 Q. All right. Assuming -- assuming that I
21 haven't messed up the math --

22 A. Yes.

23 Q. -- which is always --

24 A. Yes.

1 that transaction was.

2 Q. Okay. Do you remember generally what it
3 was?

4 A. Given that it was at Chevrolet and I owned
5 Chevy vehicles or have owned Chevy vehicles, I would
6 say it had to do related with those vehicles.

7 Q. Okay. Do you remember which vehicle it
8 would be related to?

9 A. Given I have a Chevy Cobalt and I'm not
10 sure if at that time I owned the Chevy truck, it
11 would -- I would assume it would have to be one of
12 those vehicles.

13 Q. Okay. So -- and you don't remember what
14 this charge was for?

15 A. Correct.

16 Q. Okay. Now, given that you used your
17 vehicles for both personal and business use, you're
18 not contending that UTS would be responsible for
19 reimbursing the full amount of this \$488 charge at
20 Amesbury Chevrolet, are you?

21 MR. CHURCHILL: Objection.

22 A. No.

23 Q. Okay. But based on the analysis we just
24 went through, right, even accounting for a hundred

1 Q. -- a possibility, then you received
2 \$1,270.90 for the month of May in mileage
3 reimbursements, right?

4 A. Uh-huh.

5 Q. But even when you account for a hundred
6 percent of all of the charges we just went through
7 on your bank statement and your credit card
8 statement, those mileage reimbursements cover all
9 but \$47.64 of those costs?

10 A. If that's all we're including, correct.

11 Q. Well, so are you aware of any other --
12 we've looked at your credit card statement, right?

13 A. Uh-huh.

14 Q. We've looked at your bank statement,
15 right?

16 A. Uh-huh.

17 Q. Are you aware of any other sources of
18 information that would shed light on your
19 transportation-related -- work-related
20 transportation expenses for the month of May 2020?

21 MR. CHURCHILL: Objection.

22 A. I would say, in addition to what is shown
23 here, as I mentioned previously, there may be
24 records -- not records but times I've used cash and

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1 records that I might not have been able to find that
2 also incorporate to these expenses related to
3 automobile expenses that I incurred.
4 **Q. Okay. But you don't know that to be the**
5 **case; you're just speculating, right?**
6 A. Correct.
7 **Q. Okay. Your -- so that's my question. As**
8 **you sit here today, you don't have any knowledge or**
9 **reason to believe -- strike that.**
10 **You don't have any reason to believe that**
11 **there are any other documents out there in existence**
12 **that would shed light on any additional**
13 **transportation-related expenses that you incurred**
14 **for your work in the month of May 2020?**
15 MR. CHURCHILL: Objection.
16 A. That is correct.
17 **Q. Okay. So I think we're up to Exhibit...**
18 MR. CHURCHILL: 15.
19 MR. STEINBERG: 15. Thank you.
20 (Document marked as Exhibit 15
21 for identification)
22 THE WITNESS: Thank you.
23 THE REPORTER: You're welcome.
24

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1 BY MR. STEINBERG:
2 **Q. All right. Do you recognize Exhibit 15?**
3 A. I do recognize this exhibit.
4 **Q. And you produced it in this litigation,**
5 **right?**
6 A. That is correct.
7 **Q. Okay. What is it?**
8 A. It looks like a -- the auto loan statement
9 for my 2015 Chevy Silverado.
10 **Q. Okay. Now, I notice here that the name of**
11 **the account holder is Taelour Ann Jefferson, is that**
12 **right?**
13 A. That is correct.
14 **Q. Okay. That's your -- your wife, right?**
15 A. That is also correct.
16 **Q. Okay. And earlier you were testifying that**
17 **the payments for the Chevy Silverado come from your**
18 **wife's bank account, is that right?**
19 A. That is correct.
20 **Q. This would be that bank account to which**
21 **you're referring?**
22 A. I don't know if it's her specific bank
23 account or just a separate loan account, so to say,
24 to -- to the same bank she uses, correct.

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1 **Q. Okay. Well, if you'll flip through a**
2 **couple of pages to 2023. Are you with me?**
3 A. Yup.
4 **Q. There's some additional transactions listed**
5 **for something called a Co-op Advantage account. Do**
6 **you see that?**
7 A. That is correct.
8 **Q. Okay. Whose account is that?**
9 A. That would likely be Taelour's primary --
10 primary account.
11 **Q. Okay. So this is your wife's personal bank**
12 **account that she uses to -- for -- that she**
13 **personally uses?**
14 A. Correct.
15 **Q. Okay. And so there are two charges**
16 **highlighted on this document. The first is at the**
17 **bottom of 2023, and it's something for Safety**
18 **Insurance. Do you see that?**
19 A. Yes, I do.
20 **Q. Why is that highlighted?**
21 A. I believe that is car insurance.
22 **Q. Okay. Insurance for whose car?**
23 A. I believe the collection of all of our
24 vehicles.

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1 **Q. All right. We just looked at a -- your**
2 **Century Bank statement from the same time period,**
3 **right, May 2020?**
4 A. Uh-huh.
5 **Q. And, remember, we saw an Arbella Insurance**
6 **payment?**
7 A. Uh-huh.
8 **Q. And now here there's a different insurance**
9 **payment and you -- strike that.**
10 **You testified that that insurance premium**
11 **was for a vehicle that you were using in connection**
12 **with your employment, right?**
13 A. Yes. If it was a charge from Arbella, then
14 likely it was associated with automobile
15 insurance.
16 **Q. Okay. So -- and I believe you also**
17 **testified that you switched all three of your**
18 **vehicles to Arbella Insurance, didn't you, at some**
19 **point?**
20 A. Yes. We -- we had switched all three
21 vehicles to -- to one insurance.
22 **Q. Okay. So what -- what is the -- then,**
23 **which vehicles were insured by Safety Insurance?**
24 A. All of the vehicles.

1 **Q. So help me understand -- I'm -- because**
2 **I'm -- I'm just trying to make sure I -- I've got it**
3 **here.**
4 A. Uh-huh.
5 **Q. So we looked at a bank statement from May**
6 **2020 that has an insurance premium from Arbella.**
7 A. Uh-huh.
8 **Q. And now we are looking at a different**
9 **statement from UMassFive College Federal Credit**
10 **Union that you've produced in this action with a**
11 **highlighted charge from Safety Insurance; so, I'm**
12 **just trying to understand. Could you explain**
13 **what -- why there are those two different insurance**
14 **premiums reflected for the same period of time.**
15 A. I asked that question to my insurance
16 multiple times, but they tend to tell you it's the
17 cost of business. But in all honesty, it's most
18 likely the transfer of the time I was transferring
19 insurances; so, the costs associated to the Arbella
20 is \$90.
21 I don't think that is the total insurance I
22 paid. It's not, like, I doubled up, but it's most
23 likely the transition point between the two
24 insurances, and this was likely the carryover cost

1 portion to Safety Insurance, if I were to -- to --
2 to guess. I don't know exactly why they showed up
3 on the same month, but that -- that would be my
4 best -- best guess.
5 **Q. Okay. So which of those two payments**
6 **reflects the insurance premium that you paid in**
7 **association with a vehicle that you used for work**
8 **purposes?**
9 A. It would be tough for me to differentiate
10 the two.
11 **Q. Okay. So you don't know -- this**
12 **highlighted charge here from Safety Insurance, you**
13 **have no idea whether it is an insurance premium that**
14 **relates to a vehicle that you used for work?**
15 A. That is correct.
16 **Q. Okay. There's also -- there's some charges**
17 **on here that are not redacted -- that are not**
18 **redacted but aren't highlighted. Is there a reason**
19 **for that?**
20 A. I'm not a hundred percent sure as to why
21 they were not redacted, if that answers your
22 question.
23 **Q. Okay. Because I see -- I'm sorry. Your --**
24 **your -- you said you're not sure why they are not**

1 **redacted, do you mean?**
2 A. Correct.
3 **Q. So if they are not highlighted, they are**
4 **not relevant?**
5 A. Not necessarily, but in this case, I
6 would -- I would agree with that statement.
7 **Q. Okay. So the -- this GMF lease of \$221.94,**
8 **you have no idea what that is?**
9 A. I do know what that is.
10 **Q. Okay. Is that a work-related vehicle?**
11 A. That is not a work-related vehicle.
12 **Q. Okay. And then I see there's a charge at**
13 **the end that is highlighted for a car wash in**
14 **Salisbury for \$12. Is that your charge?**
15 A. That is a -- that is a charge.
16 **Q. I know it's a charge.**
17 A. I'm sorry.
18 **Q. Is it your charge?**
19 A. Yeah. I would say yes.
20 **Q. Okay. So are -- can you explain why a**
21 **charge for a car wash in Salisbury, Massachusetts**
22 **appears on your wife's UMassFive College Federal**
23 **Credit Union statement for the month of May 2020?**
24 A. As I have stated previously, me and my wife

1 shared finances; so, by doing so, we -- I, I should
2 say, used both accounts for expenses whether they
3 were personally mine directly or -- or just in
4 combination.
5 **Q. Okay. So you also had a -- a debit card**
6 **that you -- that you could use to make purchases on**
7 **this account?**
8 A. That is correct.
9 **Q. Okay. Out of curiosity, do you know -- do**
10 **you know if you were working in or near Salisbury,**
11 **Massachusetts on May 27th?**
12 A. I would not be able to recall that
13 information.
14 **Q. Okay. So let's take a look at -- actually,**
15 **no. I want to -- I want to go back to the beginning**
16 **of this exhibit.**
17 **So the front page of this exhibit reflects**
18 **a car loan payment, is that right?**
19 A. That is correct.
20 **Q. All right. And this is for the -- the**
21 **Chevrolet Silverado you said?**
22 A. That is also correct.
23 **Q. Okay. Now, the Silverado was not the only**
24 **car that you used for work, right?**

1 A. That is correct.
2 **Q. And you used it for personal reasons, as**
3 **well as work-related reasons?**
4 A. That is also correct.
5 **Q. Okay. So your -- and earlier you testified**
6 **that, although you may have made some transfers of**
7 **money to generally fund this account, there was no**
8 **specific amount of money that you were contributing**
9 **towards the Silverado on a monthly basis, is that**
10 **correct?**
11 A. That is also correct.
12 **Q. Okay. So now let's look at the next month.**
13 **We were just in May. I think now it's -- we can**
14 **look at June 2020, just to -- just to take one more**
15 **example of a day in the life of your transportation**
16 **expenses.**
17 (Document marked as Exhibit 16
18 for identification)
19 BY MR. STEINBERG:
20 **Q. So I've just handed you or rather the court**
21 **reporter has just handed you what I believe is now**
22 **Exhibit 16. Do you recognize Exhibit 16?**
23 A. I do.
24 **Q. And what are they?**

1 A. It looks to be some more timesheets that I
2 submitted to UTS in the month of June 2020.
3 **Q. All right. And I'll represent to you that**
4 **the total mileage reimbursements you received in**
5 **that month were \$1,200.25. Does that look**
6 **reasonable?**
7 A. If your math is correct, I agree.
8 **Q. Okay. So now we can go to your June 2020**
9 **bank statements, and they begin at Exhibit 1 on**
10 **page -- the page that's Bates labeled 1799. Do you**
11 **see that?**
12 A. Yes, I do.
13 **Q. Okay. So there are charges on the -- your**
14 **bank statement for June 18, 2020, beginning June 1st**
15 **and going through June 18th, is that right?**
16 A. That appears correct.
17 **Q. And the total amount of those charges I'll**
18 **represent to you, when we add them up, is \$303.90.**
19 A. I will trust your math is correct.
20 **Q. All right. And if you look on Page 1802,**
21 **it appears that one of those charges on June 15th is**
22 **a car wash, right?**
23 A. That is correct.
24 **Q. Okay. Raccoon Express Car Wash, do you**

1 **remember going there?**
2 A. Specifically on this day, no, but I do
3 recall going to that car wash --
4 **Q. All right.**
5 A. -- occasionally.
6 **Q. All right. Then if you flip to 1804, which**
7 **is just the next month's statement, and continue on**
8 **to 1805, you'll see charges from June 22nd through**
9 **the rest of June 30th. Do you see those highlighted**
10 **expenses?**
11 A. I do.
12 **Q. And it looks like these include at the**
13 **bottom of Page 1806 on June 26th a charge from**
14 **Promto, Inc., is that right?**
15 A. That is correct.
16 **Q. Would that have been an oil change?**
17 A. Likely, yes.
18 **Q. Okay. So here we -- once again, we have an**
19 **oil change in the amount of \$70.95, right?**
20 A. Correct.
21 **Q. And then, if you flip the page, going to**
22 **1807, June 29th, there's an insurance premium**
23 **payment to Arbella Mutual, is that right?**
24 A. That appears so, yes.

1 **Q. Okay. \$82?**
2 A. That is correct.
3 **Q. And that was for a work-related vehicle?**
4 A. I would say yes, but I am unsure.
5 **Q. Okay. So it's -- it's possible this was**
6 **not insurance for a work-related vehicle?**
7 A. Correct.
8 **Q. Okay. The total of those highlighted**
9 **charges from your June 2020 bank statement and July**
10 **2020 bank statement which have June 2020 charges on**
11 **them is \$635.71. Does that add up to you?**
12 A. If your math is correct, I would say yes.
13 **Q. All right. And then we have to also look**
14 **at your Discover card, right, because you use that**
15 **sometimes; so, let's take a look.**
16 MR. STEINBERG: This will be Exhibit 17.
17 (Document marked as Exhibit 17
18 for identification)
19 THE WITNESS: Thank you.
20 BY MR. STEINBERG:
21 **Q. So do you recognize Exhibit 17?**
22 A. I do.
23 **Q. What is it?**
24 A. It is a Discover card statement for the

1 month ending June 12th.
2 **Q. Okay. And there's one unredacted charge on**
3 **here, is that right?**
4 A. That is correct.
5 **Q. And that's another car wash on June 5th,**
6 **2020, is that correct?**
7 A. That is correct.
8 **Q. And that's also at the Raccoon Express Car**
9 **Wash in Seabrook?**
10 A. That is correct.
11 **Q. Okay. So if you add the -- the \$18 charge**
12 **that appears on your Discover card and the \$635.71**
13 **in highlighted entries from your bank statements**
14 **reflecting charges from June of 2020, that adds up**
15 **to \$653.71 in your total car costs for June of 2020.**
16 A. Per these documents, yes.
17 **Q. Right. And those are the -- the only**
18 **documents you've produced in this litigation,**
19 **right?**
20 MR. CHURCHILL: Objection.
21 A. Yes.
22 **Q. Okay. And you're not aware of the**
23 **existence of any other documents that would reflect**
24 **any other costs that you incurred related to your**

1 **work-related automobiles for the month of June**
2 **2020?**
3 MR. CHURCHILL: Objection.
4 A. None that I can produce.
5 **Q. Well, whether you can produce them or not,**
6 **are you -- you're not -- are you or are you not**
7 **aware of any?**
8 MR. CHURCHILL: Objection.
9 A. Potential gas receipts that were paid using
10 cash that I never took -- never held on to.
11 **Q. Okay. So apart from -- apart from the**
12 **possibility that there may be some cash purchases**
13 **that you made, there are no other documents that**
14 **you're aware of which would reflect your**
15 **transportation-related expenses from June of 2020?**
16 MR. CHURCHILL: Objection.
17 A. That is correct.
18 **Q. Okay. Is it your habit to use cash to make**
19 **gas purchases?**
20 MR. CHURCHILL: Objection.
21 A. It is done so if it's at hand, yes.
22 **Q. I'm sorry. I'm not sure I understand**
23 **your -- your answer.**
24 A. Can you repeat the question, please.

1 **Q. Yes. Is it your habit to use cash to pay**
2 **for gas?**
3 MR. CHURCHILL: Objection.
4 A. I'm not sure what you mean by, "habit," in
5 terms of are you asking for a percentage?
6 **Q. I'm asking whether it is your custom or**
7 **practice to pay for gas with cash.**
8 A. When -- when there's an incentive to do so,
9 yes.
10 **Q. When would there be an incentive to do**
11 **so?**
12 A. When gas stations charge less for cash --
13 cash purchases rather than card purchases.
14 **Q. Okay. Is it your -- your custom or**
15 **practice to carry cash around with you?**
16 A. I'd say yes.
17 **Q. Okay. And so how frequently would you say**
18 **you purchased gas with cash for work-related use of**
19 **your vehicle?**
20 A. I couldn't recall an exact number of times.
21 **Q. Okay. Do you recall any times?**
22 A. Yes, I do recall --
23 **Q. Okay.**
24 A. -- times that I used cash.

1 **Q. But you don't know what the total of those**
2 **would be?**
3 A. Correct.
4 **Q. Okay. So looking at the month of June**
5 **2020, your mileage reimbursements were \$1,200.25 and**
6 **your total charges, both your highlighted bank**
7 **statement charges and the Discover credit card**
8 **charges, add up to \$653.71, which would mean that**
9 **your mileage reimbursements were \$546.54 more than**
10 **the highlighted bank statement charges and your**
11 **Discover credit card charge.**
12 A. I would trust your math is correct.
13 **Q. Okay. And you don't have any reason to**
14 **think that you spent \$546 in cash on gas payments**
15 **for the month of June 2020, do you?**
16 MR. CHURCHILL: Objection.
17 A. I would not be able to recall if I spent
18 that amount of money on gas or other
19 automobile-related expenses.
20 **Q. Well, so my question was specifically about**
21 **payments in cash --**
22 A. Correct.
23 **Q. -- right?**
24 **We've already established what was -- what**

1 **you paid through your Century Bank debit card,**
2 **right?**
3 A. Correct.
4 **Q. And your Discover credit card?**
5 A. Correct.
6 **Q. So -- and also your -- your wife's federal**
7 **credit union bank account, right?**
8 MR. CHURCHILL: Objection.
9 A. Correct.
10 **Q. So the only other way in which you could**
11 **have paid for transportation-related expenses in**
12 **June of 2020 would have been any purchases you made**
13 **in cash, right?**
14 A. Correct.
15 **Q. Okay. So my question is: Do you have any**
16 **reason as you sit here today to think that you made**
17 **\$546 worth of purchases in cash for work-related**
18 **transportation expenses in the month of June 2020?**
19 MR. CHURCHILL: Objection.
20 A. There's a possibility, yes.
21 **Q. So my question wasn't whether there's a**
22 **possibility. My question is: As you sit here**
23 **today --**
24 A. Uh-huh.

1 **Q. -- whether you have any reason -- whether**
2 **you have any basis to believe that that is the case.**
3 MR. CHURCHILL: Objection.
4 A. Would you be able to -- what do you mean by
5 "basis"?
6 **Q. I mean, a -- a factual basis based on your**
7 **recollection.**
8 A. I would not be able to recall the exact
9 dollar amount I spent in cash during that month.
10 **Q. Specifically, I'm asking about cash**
11 **payments for work-related transportation expenses.**
12 A. Correct. I would not be able to recall how
13 much cash I spent during that month for work-related
14 expenses.
15 **Q. Okay. All right. So let's switch gears.**
16 **I think we've sufficiently discussed your monthly**
17 **transportation-related expenses during your**
18 **employment with UTS.**
19 **You're aware that -- that UTS has certain**
20 **counterclaims in this case, aren't you?**
21 A. I am aware of those, yes.
22 **Q. Okay. So let's take a look at another**
23 **exhibit.**
24 MR. STEINBERG: This will be?

1 THE REPORTER: 18.
2 MR. STEINBERG: 18. Okay.
3 (Document marked as Exhibit 18
4 for identification)
5 BY MR. STEINBERG:
6 **Q. So you've just been handed Exhibit 18. Do**
7 **you recognize it?**
8 A. I'm not sure if I recognize this specific
9 document, if that answers your question.
10 **Q. Okay. So I'll represent to you that this**
11 **is a -- an answer, in other words, a response that**
12 **was filed on your behalf in this case responding to**
13 **the counterclaims that have been asserted by UTS.**
14 **Is that consistent with your understanding?**
15 A. Yup. That makes sense.
16 **Q. Okay. So I want to take a look at**
17 **Paragraph 27. It's the fourth page of the document.**
18 **I'll read it.**
19 **It says, (as read) "Mr. Jefferson" -- that**
20 **would be you -- "admits that for a short period at**
21 **the beginning of his employment, he misunderstood**
22 **UTS's reimbursement policy. That misunderstanding**
23 **resulted in Mr. Jefferson unintentionally submitting**
24 **incorrect requests for reimbursement for that short**

1 **period of time." Did I read that correctly?**
2 A. That is correct.
3 **Q. So we started to talk about this earlier,**
4 **but I want sort of -- I want to focus in on a few --**
5 **a few aspects of this.**
6 **The first is, when you're referring to**
7 **UTS's reimbursement policy, am I correct that you're**
8 **referring to the policy related to mileage**
9 **reimbursements?**
10 A. That is correct.
11 **Q. Okay. And in what way did you**
12 **misunderstand the company's policy in that**
13 **respect?**
14 A. The -- what I mean by misunderstood was,
15 again, based on one or two conversations with UTS
16 field employees that discussed those mileage --
17 discussed mileage conversations and it was explained
18 to me that, when making multiple site visits in a
19 day, you would be able to charge the complete round
20 trip as an individual charge for that as such
21 because it was understood that UTS allowed that, as
22 they would be charging their customers that same --
23 that same round trip charge.
24 **Q. Now, we looked previously -- and it's one**

1 of the exhibits in this deposition -- at the
2 policies and procedures document that you received
3 at the beginning of your employment, right?

4 A. That is correct.

5 Q. And you'd agree that -- that nothing in
6 that policies and procedures document states that
7 round trip mileage is taken for multiproject
8 workdays?

9 A. That is correct.

10 Q. Okay. So your understanding did not come
11 from your review of the written policies and
12 procedures document?

13 A. That is correct.

14 Q. Okay. Who were the UTS employees who you
15 say stated to you that you could take the round trip
16 mileage for each location you visited in a
17 workday?

18 A. To my recollection, there were two older
19 gentlemen, again, very brief conversations. Their
20 names escape me due to how brief those conversations
21 were and how limited the interactions were, and so I
22 wouldn't be able to recall those names.

23 Q. Okay. Now, you've already -- you've
24 already stated this; so, I don't want to --

1 A. Uh-huh.

2 Q. -- I'm not going to reask you the question,
3 but you had previously -- you had -- strike that.

4 At the beginning of your employment, you
5 had reviewed and understood the written policies and
6 procedures document that specifically addresses how
7 to calculate mileage for reimbursement purposes,
8 right?

9 MR. CHURCHILL: Objection.

10 A. That is correct.

11 Q. Okay. So when you had these very brief
12 conversations with two older gentlemen whose names
13 escape you, did you seek clarification from anyone
14 at UTS as to why they would be making a statement
15 that was inconsistent with the written policy
16 document you had been provided?

17 A. I did not, as the way it was described to
18 me is that this is a unspoken rule that is, as long
19 as the -- UTS still gets paid for their -- by the
20 client, that this is typically ignored.

21 Q. Okay. Now, you say here that this
22 misunderstanding was for a short period at the
23 beginning of your employment. At what point after
24 that short period, approximately what date, did your

1 misunderstanding -- was your misunderstanding
2 resolved?

3 A. I cannot provide an exact date. However,
4 when the attention was brought to me by Mike Garland
5 in a conversation we had regarding a specific
6 timesheet that I made multiple site visits and long
7 distances, he told me that this was not the proper
8 way of doing this.

9 After I explained to him what was told to
10 me, he told me I was improperly informed and that I
11 should adhere to the proper rules provided in the
12 employee handbook, which from that point on I -- if
13 I'm not mistaken, I adhered to, to the -- to the
14 best of my abilities.

15 Q. Okay. So at some point at the beginning of
16 your employment or after -- strike that.

17 At a point in time after a short period at
18 the beginning of your employment, Mr. Garland
19 brought to your attention that you were not
20 correctly calculating the mileage for which you were
21 seeking reimbursement, is that right?

22 A. That is correct.

23 Q. Okay. And you don't remember when. Would
24 you say it was a month into your employment?

1 A. Again, you would have to look at the copies
2 of timesheets I submitted to them and the copies of
3 timesheets that were then corrected to find that
4 information for that day, because I don't recall the
5 exact date or time frame.

6 Q. I'm not asking for an exact date --

7 A. Uh-huh.

8 Q. -- or time frame.

9 A. Uh-huh.

10 Q. I'm saying roughly. I mean, your -- the --
11 the answer that you -- was filed on your behalf in
12 this lawsuit states that your misunderstanding
13 existed for a short period of time at the beginning
14 of your employment. So my question is: What did
15 you mean when you said here that the
16 misunderstanding persisted for a short period of
17 time?

18 A. I wouldn't be able to define what short
19 period would mean. Like I said, I'd say I would
20 refer to those documents to -- to get that
21 information.

22 Q. So you're saying you had no particular idea
23 of what you meant when you stated here in Paragraph
24 27 that your misunderstanding persisted for a short

1 period?

2 A. Correct. As I said, I do recall a
3 conversation I had with Mike, but again, the -- the
4 date escapes me, and you would be able to refer to
5 that based on the timesheets.

6 Q. Okay. Would it be fair to say that, within
7 three months of the beginning of your employment?

8 A. I understand the question; however, again,
9 I could not recall, and I wouldn't feel comfortable
10 answering that question, and I would refer, too, to
11 the timesheets for -- excuse me -- for those notes.

12 Q. Okay. Are you aware -- apart from the two
13 older gentlemen who you just referenced, are you
14 aware of any other inspectors or -- or technicians
15 who operated under the same misapprehension?

16 A. Once I was notified, it wasn't really a
17 topic for discussion with other reps, nor was it
18 communicated to me by any other rep --

19 Q. Okay.

20 A. -- from UTS.

21 Q. So the two older gentlemen who you
22 reference are the only two who, to your knowledge,
23 shared this misunderstanding -- misunderstanding of
24 the policy?

1 A. Correct. Or their interpretation or how
2 they went about it, yes.

3 Q. Okay. Now, am I correct that UTS's policy
4 with respect to reporting of hours was that you were
5 to accurately report how many hours you worked in a
6 workday?

7 A. Correct.

8 Q. Okay. So your -- your understanding about
9 that beginning at the outset of your employment
10 was -- was clear?

11 A. Repeat the -- just repeat the question as
12 to what was clear.

13 Q. Sure. So you -- I'll ask a different
14 question.

15 You didn't have any misunderstanding about
16 the company's policies or expectations regarding
17 reporting of hours worked or traveled?

18 A. My understanding was you report the amount
19 of hours you worked and you submitted those hours
20 accordingly.

21 Q. And you understood that your timesheets in
22 which you made those reports were expected to be
23 truthful and accurate?

24 A. Correct.

1 Q. Okay. What did you understand to be your
2 work hours for purposes of, you know, reporting your
3 worked -- your time worked?

4 A. I understood the hours worked is any time
5 actively spent on a site or actively spent procuring
6 reports or travel for work-related purposes, which
7 reflected -- which is reflected on those timesheets.

8 Q. Okay. So we previously looked at -- and
9 I'm trying to remember the exhibit number now. If
10 you'll give me a moment, I'll find it. I believe
11 it's Exhibit -- the September 2018 timesheets. I
12 want to say it was...

13 A. (Indicating).

14 Q. Do you have it?

15 A. Yeah.

16 Q. Okay.

17 A. I believe so. I don't know if it's the
18 exact one.

19 Q. Exhibit 12 is it?

20 A. That's what it looks like to me.

21 Q. Okay. So let's -- let's take a look at
22 that exhibit. It should -- just to make sure we're
23 on the same page, it's a document that's Bates
24 stamped -- the first page is Bates stamped in the

1 lower right corner UTS 13.

2 A. I'm sorry.

3 MR. CHURCHILL: 30 or 13?

4 MR. STEINBERG: 13.

5 MR. CHURCHILL: Okay.

6 MR. STEINBERG: Am I looking at the wrong
7 one? The September 2018 time -- timesheets.

8 BY MR. STEINBERG:

9 A. Oh, 2018?

10 Q. Yeah. Sorry. It's one of the -- it's
11 probably way -- it might -- it might be Exhibit 3.
12 I'm sorry.

13 A. It looks like Exhibit 9.

14 Q. Okay.

15 A. Please, correct me if I'm wrong.

16 Q. Yeah. It's Exhibit 9.

17 So let's take a look at Exhibit 9. Do you
18 see on Exhibit 9, if you flip to the page that's
19 Bates labeled UTS 15, there's an entry -- a series
20 of entries that are dated -- there are two entries,
21 I should say, that are dated September 12, 2018, is
22 that right?

23 A. September 12th, 2018?

24 Q. Yeah.

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1 A. Yes.

2 **Q. Do you remember that?**

3 A. I do not recall them vividly, no.

4 **Q. Okay. Fair enough.**

5 **So if you look at the entry from**

6 **September 12th, 2018, there's a -- a project named**

7 **ECEC School in Dedham, Massachusetts, is that right?**

8 A. That is correct.

9 **Q. And the mileage expense associated with**

10 **that is \$30.80, is that right?**

11 A. That looks to show correct.

12 **Q. And so is this what you were referring to**

13 **earlier where your -- you would -- when you were**

14 **describing how you would seek reimbursement for the**

15 **round trip mileage for each project?**

16 A. I'm not a hundred percent sure.

17 **Q. Well, okay. So what if -- let me represent**

18 **to you that the mileage between Leominster and**

19 **Dedham, this address in Dedham, is 44 miles. Does**

20 **that sound -- does that sound accurate?**

21 A. I trust that it's -- it's correct.

22 **Q. Okay. So, I mean, we can use the**

23 **calculator here. Right. But you were to be**

24 **reimbursed 35 cents a mile, correct?**

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1 A. That is correct.

2 **Q. So to determine how many miles for which**

3 **you were seeking reimbursement here, you would take**

4 **the \$30.80 and divide by 35 cents a mile, correct?**

5 A. That is correct.

6 **Q. And you -- that comes out to 88, 88 miles.**

7 A. Okay.

8 **Q. Does that sound right?**

9 A. The math check -- seems to check out, yes.

10 **Q. So 88 would be 44 miles times 2?**

11 A. Correct.

12 **Q. Okay. So here it appears that you're**

13 **seeking round trip mileage for the travel to Dedham**

14 **on a day in which you went to multiple job sites,**

15 **right? You went to Dedham and then to Melrose?**

16 A. That appears correct.

17 **Q. Okay. Earlier you mentioned that, during**

18 **your employment, you -- you produced what -- what I**

19 **believe you called field books. Do you remember**

20 **mentioning that?**

21 A. I do recall those, yes.

22 **Q. Okay. Could you describe what those field**

23 **books were.**

24 A. Daily accountings of some notes and just

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1 recordkeeping for -- that were in a central

2 location.

3 **Q. What sort of information would you record**

4 **in your field books?**

5 A. Job locations, typically, mileage, to the

6 best of my ability, and notes at those sites to help

7 procure reports thereafter.

8 **Q. Okay. So rather than generate a written**

9 **report on the site, you would record notes in a**

10 **field book and later on turn that into a field**

11 **report?**

12 A. That is correct.

13 **Q. Okay. So let's say you -- let's take an**

14 **example -- a made-up example of a day where you go**

15 **to one job site --**

16 A. Uh-huh.

17 **Q. -- for the day, and you arrive at 9:00 and**

18 **you leave at -- and you leave 5:00. Just --**

19 A. Yeah.

20 **Q. -- that's a completely hypothetical**

21 **example. When would you be recording whatever**

22 **information you would record in your field book for**

23 **that day?**

24 A. The day of would be -- would be typical

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1 recording that information, thus why I would put it

2 as a daily field -- field book.

3 **Q. Okay. So let's say you -- you're driving**

4 **to the project and you show up at, say, nine**

5 **o'clock. Would you contemporaneously with your**

6 **arrival or shortly thereafter note, hey, I arrived**

7 **at nine o'clock?**

8 A. I would typically upon arrival begin my

9 note taking.

10 **Q. So is that a yes?**

11 A. Yeah. Correct. Yes.

12 **Q. I just want to make sure we have a clear**

13 **record.**

14 **And, similarly, as you were going**

15 **throughout your day, you would make observations and**

16 **take notes of what you were observing?**

17 A. Typically, yes.

18 **Q. And at the end of the day in my**

19 **hypothetical example where you stayed at the same**

20 **place all day, when you were leaving the job site,**

21 **am I correct that you would at that time take a note**

22 **of when you were departing the job site?**

23 A. Typically, yes. There are situations where

24 there -- that that would not be the case.

1 **Q. Okay. But that was your general**
2 **practice?**
3 A. General practice, yes.
4 **Q. And was it your general practice to be**
5 **accurate in your note-taking?**
6 A. I tried to for the most part but some
7 inconsistencies would occur.
8 **Q. Okay. So these were notes that you were**
9 **using to produce reports -- field reports for**
10 **clients, right?**
11 A. For the most part, yes.
12 **Q. Okay. And was it important to -- for your**
13 **field reports to be accurate?**
14 A. The ones I submitted to clients --
15 **Q. Yes.**
16 A. -- or submitted to UTS to submit to
17 clients?
18 **Q. Yeah.**
19 A. Yeah. So my reports would -- would need to
20 be accurate, correct.
21 **Q. Okay. And so you're relying in producing**
22 **these reports on the notes that you take in your**
23 **field book, right?**
24 A. Field book and general notes I would take

1 elsewhere, phone, photos, whatnot immediately after,
2 yes. So not necessarily all of the notes would make
3 it in the field book but, like I said, using photos
4 and phone memos and whatnot where my abilities were
5 basically used to create those reports.
6 **Q. And so you would agree, then, that it**
7 **was -- it was your practice to be as accurate as you**
8 **could in the recordings that you made in your field**
9 **books?**
10 A. Field books and -- and the other avenues,
11 yes, to -- to collectively make an accurate report,
12 yes.
13 **Q. Okay. So we have -- you produced copies of**
14 **your field books in this action, is that right?**
15 A. Yup. That is correct.
16 **Q. Okay. This will be our next exhibit.**
17 THE REPORTER: 19, right?
18 (Document marked as Exhibit 19
19 for identification)
20 BY MR. STEINBERG:
21 **Q. So take a moment to look through -- this is**
22 **a multi-page exhibit. Let me know when you've had a**
23 **chance to look through it.**
24 A. Yup.

1 **Q. Do you recognize the -- the pages that**
2 **comprise Exhibit 19?**
3 A. Yup. It appears -- if all the information
4 is correct, it looks like the pages from my first
5 field book created.
6 **Q. All right. And you recognize this to be a**
7 **true and accurate copy of copies of that field book**
8 **that you produced in this case?**
9 A. It doesn't appear to tell otherwise; so,
10 yes.
11 **Q. And this -- this is your handwriting?**
12 A. That is my handwriting.
13 **Q. It's very neat handwriting.**
14 A. Thank you.
15 **Q. You're welcome.**
16 **Okay. So we were just looking at the date**
17 **of September 12th, 2018. Let's turn to pages --**
18 **they are Bates labeled at the bottom 368 and 369.**
19 **Do you see here on Page 368 it looks like notes that**
20 **you -- you've taken for the project at 1100 High**
21 **Street in Dedham on September 12th, 2018, is that**
22 **right?**
23 A. That looks to be correct.
24 **Q. Okay. And I do have a question about**

1 **the -- the -- the ink that's used here. It looks**
2 **like there's some -- some blue and some black. Do**
3 **you remember why there would be two different pen**
4 **colors used?**
5 A. Field work can get messy; so, it was
6 whatever was -- was at hand, if any.
7 **Q. Okay. Now, do you see right there the**
8 **word, "mileage"? It's right across the page from**
9 **the word, "arrived", the word, "mileage"?**
10 A. Yup. I do see that.
11 **Q. And there are two numbers there, 44 plus**
12 **44, is that right?**
13 A. That is correct.
14 **Q. What is your understanding of what those**
15 **numbers signify next to mileage?**
16 A. It looks to be 44 miles plus 44 miles.
17 **Q. Okay. So this seems to confirm what we**
18 **were talking about earlier which is that, in**
19 **reporting your mileage reimbursement for this date,**
20 **you included the round trip mileage to and from**
21 **Leominster and 1100 High Street in Dedham,**
22 **correct?**
23 A. That is correct.
24 **Q. Okay. And that's not consistent with what**

1 the written policies and procedures document
2 indicates for a day in which you had multiple
3 projects, correct?
4 MR. CHURCHILL: Objection.
5 A. That is correct.
6 Q. Okay. And this was September 12th. That
7 was -- forgive me -- your second or third day of
8 work?
9 A. Yeah. Whatever day it was, yeah. I would
10 say it seems to be early on in the appointment, yes.
11 Q. Well, you started September 10th, right?
12 A. Correct. Yeah.
13 Q. So this would be your third day of work,
14 right?
15 A. It appears to be, yes.
16 Q. All right. And so the conversation that
17 you testified earlier with the two older gentlemen
18 whose names you couldn't remember, do you remember
19 that?
20 A. Yes. I do remember that statement, yes.
21 Q. Would that have happened sometime before
22 this date?
23 A. I do not recall, and I -- a few questions
24 that I have, just kind of it doesn't make sense, but

1 yeah. I -- I don't recall as to when that
2 conversation happened, specifically, if it was three
3 days or three -- three months at the start of my
4 employment, but I knew it was -- it was early on.
5 Q. Well, I asked you earlier where your
6 misunderstanding of the written policy document came
7 from, and you said it was a conversation you had
8 with two older gentlemen whose names you couldn't
9 remember, right?
10 A. That is correct.
11 Q. And here, looking at your field book entry
12 for this date of September 12th, 2018, we can see,
13 can we not, that you are operating under that
14 misunderstanding, aren't you?
15 A. Not necessarily -- it appears so, but I am
16 not sure if this was just an error on my end or if
17 it was under that misunderstanding.
18 Q. Well, what would the nature of the error
19 be?
20 A. Just out of curiosity, what is the mileage
21 from Melrose to Leominster?
22 Q. So I'm actually not here to answer your
23 questions, but my question was what the nature of
24 the misunderstanding would be or the error -- excuse

1 me -- what the nature of the error would be.
2 A. Human error from my first time at work at
3 UTS.
4 Q. Okay. But what -- that just invites the
5 same question which is: What is the nature of the
6 human error that you're claiming would -- would lead
7 you to -- to take 88 miles to and from Dedham when,
8 in fact, you went from Dedham to Melrose?
9 MR. CHURCHILL: Objection.
10 A. I'm not a hundred percent sure. It's hard
11 to recall as to -- to why I did that on that
12 specific day.
13 Q. Okay. And I'll represent to you if -- if
14 we want to go back now to the September 8th -- the
15 September 2018 timesheets, which was Exhibit 9, on
16 September 12th, 2018, the total claimed mileage for
17 that date was \$30.80, right, plus \$15.75. What does
18 that add up to? Let's take a look.
19 That adds up to \$46.55, is that right?
20 A. That appears to be correct.
21 Q. Okay. Now, I'll represent to you in answer
22 to your question before, even though I don't answer
23 your questions, that the distance between Dedham and
24 Melrose is about 31 miles. Okay. So you can see

1 here that that misunderstanding that you referred to
2 earlier results in an overbilling of about 13 miles,
3 right?
4 A. That would appear so.
5 Q. Okay. Now, let's go back to the log book,
6 your field book that we were looking at before. We
7 can go back to the date of September 12th. Are you
8 with me? It's on Page 368.
9 A. Yup. I got you.
10 Q. Okay. So here you indicate that you
11 arrived at 7:30 a.m. and left at 11:30 a.m. Is
12 that -- to your knowledge, is that an accurate
13 reflection of your arrival and departure times for
14 that day?
15 A. Yeah. To the notes on this page, yeah.
16 Q. I'm sorry. I didn't hear you.
17 A. I'm sorry. To the notes on the page that's
18 what it says; so, I would say yes.
19 Q. Okay. And earlier you had testified that
20 you generate these -- these notes while you were on
21 the job site, right?
22 A. Most of the time, yes.
23 Q. Okay. And what was your practice with
24 respect to filling out timesheets? When would you

1 generally do that?

2 A. Generally, when they were due at the end of
3 the -- at the end of the week, if I'm not
4 misunderstanding.

**5 Q. Okay. So you would not fill out your time
6 timesheets on a daily basis?**

7 A. Yeah. I don't recall doing it on a daily
8 basis.

**9 Q. All right. Would you -- would you hand in
10 your timesheets on time?**

11 A. I would try to.

12 Q. So now let's go back to Exhibit 9 and...

**13 So later on that day, if you flip to the
14 next page, it looks like you arrived in Melrose at
15 11:30 a.m. on the same day, September 12, 2018. Is
16 that what your notes reflect.**

17 A. Repeat that again. Sorry.

**18 Q. So on September 12th, 2018, according to
19 your field notes here, you left Dedham,
20 Massachusetts at 11:30 a.m. That's written in blue
21 pen, right?**

22 A. That is what I wrote, yup.

**23 Q. Okay. Then the next page has notes from
24 your project to Fairfield Ave. in Melrose which --**

**1 from the same day which states that you arrived in
2 Melrose at 11:30 a.m.**

3 A. That is correct.

**4 Q. Okay. So I'm going to ask the obvious
5 question which is: How could you have arrived in
6 Melrose at the same time as you left Dedham?**

7 A. That would be very impossible; so, I'm
8 assuming you're going to ask question as to how I
9 did that. I would say most likely, given this was
10 my first week with UTS, I was still learning how to
11 document my time in my field book to best translate
12 that to my timesheets; so, I think this was just --
13 based on the timesheet it doesn't look like I
14 charged any travel between the sites; so, I kind of
15 just included that -- that so-called travel that
16 would have occurred in my arrival, slash, departure
17 time, even though it's not -- not possible to do
18 that.

**19 Q. Okay. Now, you also went to that -- to
20 Fairfield Ave. in Melrose the previous day,
21 September 11th, is that right?**

22 A. That I did. Yeah, Melrose.

**23 Q. Okay. And your notes reflect that you
24 arrived at 7:30 and left at 2:00 p.m., is that -- is**

1 that right?

2 A. That is what I wrote, yes.

**3 Q. Okay. So that would be six and a half
4 hours on the job?**

5 A. That would -- yup. It seems like it maps
6 out, yes.

**7 Q. Okay. So, if we turn back to Exhibit 9,
8 your time entry from September 11th says that you
9 left the job at 3:30 instead of 2:00 p.m.**

10 A. That is correct.

**11 Q. Okay. Can you explain the difference
12 between those two.**

13 A. I can in general terms, not exactly what
14 was spent in that one hour. But it was typical
15 practice for me to generalize my time on site to
16 capture time spent which, in this case, I would --
17 by the looks of it, it would be some sort of
18 report-writing practice with Graham on this site to
19 capture that -- that hour of time spent.

**20 Q. Okay. So your testimony is that your
21 timesheet reflects additional time spent doing
22 what?**

23 A. Report writing or, in this case, probably,
24 training associated with report writing.

**1 Q. Okay. And you'd agree that's not reflected
2 on your timesheet It is not --**

3 MR. CHURCHILL: Objection.

4 A. It is not directly described, correct.

**5 Q. Okay. All right. So I want to focus on
6 first the -- because there are sort of two**

**7 different -- two different reporting issues here;
8 one is the mileage and the other is hours. So let's
9 focus on miles for a moment.**

**10 I believe we introduced this previously.
11 It's Exhibit 10, the October 2018 timesheets, if we
12 can just recall that.**

**13 So October 31st, 2018, that would be about
14 a month and a half into your employment, right?**

15 A. That sounds about -- yup.

**16 Q. Okay. And do you remember whether or not
17 you still had a what you've referred to as a
18 misunderstanding about UTS's mileage reimbursement
19 policy at that time?**

20 A. It's a possibility, yes.

**21 Q. Okay. So when you said in your answer to
22 UTS's counterclaims, a short time -- that there was
23 a short time under which you -- for which you had
24 this misunderstanding at the beginning of your**

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1 employment, that would be -- it would be over a
2 month at least?
3 A. Can you repeat the question one more time,
4 please.
5 **Q. Sure. Earlier we looked at your answer to**
6 UTS's counterclaim --
7 A. Uh-huh.
8 **Q. -- in which you said that you had a**
9 misunderstanding about UTS's mileage reimbursement
10 policy for a short period of time at the beginning
11 of your employment, right?
12 A. That is correct.
13 **Q. So I understand from your testimony just**
14 now that a short period of time may have referred to
15 at least a month and a half of your employment?
16 A. I wouldn't be able to put an exact time
17 frame on it. Like I said, I would refer to the
18 timesheet that was corrected by Mike Garland to --
19 to adhere to the time when it was corrected.
20 **Q. Okay.**
21 A. So the duration of that misunderstanding --
22 quote/unquote, misunderstanding.
23 **Q. So let's take a look at October 31st, 2018.**
24 Do you see some entries for that date on the first

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1 page of Exhibit 10?
2 A. Yup.
3 **Q. Okay. So there are two different project**
4 sites there, Oakmont Lane and Burlington Coat in
5 Revere, right?
6 A. That is correct.
7 **Q. Okay. So you were at two project sites**
8 which means, under UTS's written policy, you were to
9 charge the straight -- the -- strike that -- the
10 one-way distance travel between Oakmont Lane and
11 Burlington Coat, right?
12 A. That is correct.
13 **Q. Okay. I'll represent to you that the**
14 distance between the post office in Leominster,
15 which is at 68 Main Street in Leominster, to 39
16 Oakmont Lane in Belmont, which I'll represent to you
17 is the address that the Oakmont Lane project, is 33
18 miles, the distance between 39 Oakmont Lane and 339
19 Squire Road in Revere is 14 miles, and then the
20 distance from Revere to Leominster, again, is 46
21 miles, which would give you a total of a hundred
22 miles traveled that day for work -- for
23 reimbursement purposes. Does that sound right?
24 A. If that is -- the math is correct, then I

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1 would say, yeah, that sounds right.
2 **Q. Okay. So that give you -- at a hundred**
3 miles, that would give you an expense reimbursement
4 of -- for mileage of \$35?
5 A. That is correct.
6 **Q. Okay. Now, here we can see on**
7 October 31st, 2018, you sought \$61.60 in
8 reimbursement which would be 176 miles, not a
9 hundred miles.
10 A. That is correct.
11 **Q. Okay. So do you have -- have a**
12 recollection of where that -- that difference is
13 coming from here?
14 MR. CHURCHILL: Objection.
15 A. Can you repeat the question, please.
16 **Q. Sure. Do you have an explanation for why**
17 you sought an additional 76 miles in reimbursement
18 on October 31st, 2018?
19 MR. CHURCHILL: Objection.
20 A. And can you repeat to me the -- the
21 mileage, the actual -- or at least the calculated
22 mileage you described between each project site,
23 please.
24 **Q. Sure. So the distance from the Leominster**

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1 Post Office to your first project site of the day at
2 39 Oakmont Lane was 33 miles, according to Google
3 maps. Then the distance between the two project
4 sites, 39 Oakmont Lane and 339 Squire Road in
5 Revere, that's 14 miles, and the distance from 339
6 Squire Road in Revere back to the Leominster Post
7 Office is 46 miles.
8 A. It appears that I had the misunderstanding
9 or I was enacting the misunderstanding --
10 quote/unquote misunderstanding during this
11 calculation.
12 **Q. Right. In fact, if you go back to Exhibit**
13 19, which is your log book which you appear looking
14 at now, and you go to the second to the last page,
15 you see on the second to the last page for the
16 project site at Belmont, you write under Mileage,
17 (as read) "33 plus 33," right?
18 A. That is correct.
19 **Q. So that would be twice the round-trip**
20 mileage -- excuse me. That would be twice the
21 one-way mileage?
22 A. Correct.
23 **Q. And then for the project in Revere, instead**
24 of taking the distance between the projects and then

1 the distance again from Revere to Leominster, you're
2 taking the round-trip mileage from Revere?

3 A. Correct.

4 Q. Right. And so that results in this case in
5 a -- an excess mileage of 76 miles, right?

6 A. That appears so.

7 Q. Okay. So, as of October 31st, 2018, your
8 contention is that you were still misunderstanding
9 the company's policy related to how to seek a
10 mileage -- seek mileage reimbursement?

11 A. That is correct. That appears so.

12 Q. Okay. Did that misunderstanding continue
13 into 2019?

14 MR. CHURCHILL: Objection.

15 A. Again, I'll reference back to the timesheet
16 that was corrected by Mike Garland which is when he
17 discussed with me the -- the error I was making.

18 Q. Okay. So let's look at 2019, then.

19 MR. STEINBERG: We'll mark this as an
20 exhibit.

21 (Document marked as Exhibit 20
22 for identification)

23 THE WITNESS: Thank you.

24 THE REPORTER: Uh-huh.

1 BY MR. STEINBERG:

2 Q. So you've just been handed --

3 MR. STEINBERG: This is what, Exhibit 20?

4 THE REPORTER: Yes.

5 Q. Okay. Exhibit 20. And I'll represent to
6 you that it contains your timesheets entries from
7 the months of February and March 2019. Does that
8 look accurate to you?

9 A. That's -- you said March and February.
10 That is correct.

11 Q. Okay. So February 2019 this would be --
12 February 4th, 2019, specifically I want to focus on.

13 A. Repeat that again.

14 Q. February 4th, 2019. Let's start there.
15 It's on UTS -- it's on the page Bates labeled 64 at
16 the bottom.

17 A. Yup.

18 Q. Okay. And that would be five months into
19 your employment, approximately?

20 A. That would -- that sounds about right.

21 Q. Okay. So, on this day, looking at your
22 timesheets, walk me through where you -- where you
23 began taking mileage and where you -- what each
24 project was that you traveled to for that day.

1 A. It appears -- as I have mentioned before,
2 my typical practice would be to start calculating
3 mileage from the Leominster or Stoneham office,
4 depending on the time period I was working, to job
5 sites, between job sites, and then back to said
6 Leominster office after the misunderstanding -- or
7 quote/unquote, again, misunderstanding was cleared
8 up or, if it was during that period of
9 misunderstanding, I looked -- it would -- I would
10 calculate the round trips from each project site.

11 Q. Okay. So on February 4th, 2019, you began
12 taking mileage from the Leominster Post Office and
13 the first part of that travel would be from
14 Leominster to Branches, Framingham, is that right?

15 A. That's what it says; so, yes, you are
16 correct.

17 Q. Okay. And if I told you that's at 518
18 Pleasant Street in Framingham, does that sound --
19 ring a bell?

20 A. I'd have to believe you on that statement.

21 Q. Okay. Does that ring a bell, that
22 address?

23 A. If it's in Framingham, I would -- it
24 doesn't ring a bell personally, no. I do not recall

1 that address.

2 Q. Okay. So you go from Leominster to 518
3 Pleasant Street in Framingham and then from 518
4 Pleasant Street in Framingham to Pennington Crossing
5 in Walpole, right?

6 A. That's what it looks like, yes.

7 Q. And I'll represent to you that that would
8 be at 777 East Street in Walpole, is that right?

9 A. I would say you would have to be right
10 because I do not recall.

11 Q. And you did keep track of the addresses in
12 your log books, didn't you?

13 A. I believe I did for the most part.

14 Q. Okay. So if we wanted to go and look at
15 your log book for this time period, we'd find those
16 addresses, wouldn't we?

17 A. I believe that would be the case, yeah, if
18 I was correct.

19 Q. Okay. And then from Walpole you then
20 traveled to The Dior 918 in Dedham, right?

21 A. That's what it looks like, yes.

22 Q. And then from that project you went to a
23 project site in Woburn?

24 A. Yeah, at -- yeah. It looks like.

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1 **Q. Okay. And then from Woburn you went to**
2 **Walpole again, right?**
3 A. That's what it looks like, yes.
4 **Q. All right. Was that a frequent occurrence**
5 **where you would go back and forth multiple times a**
6 **day to the same job site?**
7 A. I wouldn't say frequent, but it did happen.
8 **Q. Okay. And then, lastly, you went from**
9 **Walpole to Dedham again on February 4th, right?**
10 A. That's what it looks like, yes.
11 **Q. And so then the last distance that you**
12 **would be able to seek reimbursement for for mileage**
13 **would be from Dedham to Leominster?**
14 A. That appears to be correct.
15 **Q. All right. So I'll represent to you that,**
16 **according to Google maps, the total mileage for that**
17 **day was about 174 miles or \$60.90.**
18 **Now, if you look at the mileage**
19 **reimbursements for February 4th, they add up --**
20 **according to your timesheet, they add up to \$118.30**
21 **or 338 miles, is that right?**
22 A. I would assume your math is correct on that
23 one.
24 **Q. Okay. So the amount of mileage for which**

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1 **you sought reimbursements on this date is more than**
2 **double the amount that the company would allow you**
3 **to seek reimbursement for under its policy, is that**
4 **correct?**
5 A. I -- I didn't know it was a question. It
6 was a more of a statement, I think, at least the way
7 I took it. But yes, that was a -- that seems to be
8 correct. It doesn't match. It doesn't line up.
9 **Q. Okay. And so your explanation for -- for**
10 **this is that, as of February 4th, 2019, you**
11 **continued not to understand what the company's**
12 **policy was related to mileage reimbursement?**
13 A. It would appear that would be the case
14 based on the math.
15 **Q. Well, I'm asking, as -- as you recall, did**
16 **you continue to harbor a misunderstanding of the**
17 **company's policy in that respect on the date of**
18 **February 4th, 2019?**
19 MR. CHURCHILL: Objection.
20 A. Again, I will refer back to the same
21 timesheet that Mike Garland had corrected as the
22 date that it was -- that that misunderstanding was
23 corrected, and so my only conclusion would be that,
24 if there was a gross misrepresentation of the

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1 expenses, it is due to that, quote/unquote,
2 misunderstanding.
3 **Q. Okay. Now, earlier you mentioned that**
4 **your -- your, I'll call it, misunderstanding was the**
5 **result of a conversation with two elderly field**
6 **technicians, is that right?**
7 MR. CHURCHILL: Objection.
8 A. Older gentlemen, but yes.
9 **Q. My apologies. Older gentlemen.**
10 **And am I correct that at no point between**
11 **that conversation and the date of February 4, 2019,**
12 **did you ask Mike Garland for any clarification of**
13 **what the correct method was for determining the**
14 **amount of mileage for which you -- you were seeking**
15 **reimbursement?**
16 A. No, I did not.
17 **Q. Okay. Did you ask Bryan Crabtree what the**
18 **correct -- what the correct procedure was for**
19 **seeking mileage reimbursement?**
20 A. No, I did not.
21 **Q. Did you ask Steven Crabtree?**
22 A. No, I did not.
23 **Q. And you didn't ask William Crabtree?**
24 A. No, I did not.

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1 **Q. You didn't ask anybody?**
2 A. Correct as -- yes. I'll answer your
3 question correct.
4 **Q. Okay. So, looking at the same exhibit,**
5 **let's go to the date of February 20th. Do you see**
6 **on -- it's the page Bates labeled 62 at the bottom.**
7 **There are -- there's a series of projects that you**
8 **record for February 20th on this timesheet, is that**
9 **right?**
10 A. That is correct.
11 **Q. Okay. So here you went to the Pennington**
12 **Crossing job again in Walpole, right?**
13 A. It appears I did based on my timesheet.
14 **Q. And then you went to Oriole Landing**
15 **apartment in Lincoln?**
16 A. On the 19th?
17 **Q. Yes.**
18 A. That appears to be the case based on the
19 timesheet.
20 **Q. I apologize.**
21 A. Of course.
22 **Q. And from there you went to The Dior 19 in**
23 **Dedham?**
24 A. Are you still following on the 19th?

1 **Q. Yes.**
2 A. Oh, I'm sorry. Yes. It looks to be
3 correct.
4 **Q. And from there you went to Pennington**
5 **Crossing in Walpole?**
6 A. That appears to be correct on my timesheet.
7 **Q. Okay. I'm sorry. I meant -- I meant to**
8 **look at February 20th, not February 19th. I don't**
9 **know why I'm looking at February 19th. My**
10 **apologies.**
11 **So February 20th is the date I was -- I**
12 **wanted to ask you about. So there you have a**
13 **similar series of -- of jobs, right? Do you see**
14 **that you went to -- one, two -- three different job**
15 **sites on that date?**
16 A. On the 20th?
17 **Q. On the 20th of 2019 of February.**
18 A. It appears I went to two job sites.
19 **Q. So two different job sites, but there were**
20 **three different entries under February 20th, 2019,**
21 **right?**
22 A. That is correct.
23 **Q. Okay. So you went, it looks like, to**
24 **Walpole, from Walpole to Dedham, and from Dedham**

1 **back to Walpole?**
2 A. That appears correct on my timesheet.
3 **Q. Okay. So, again, I'll represent to you**
4 **that, assuming that you went from Leominster to**
5 **Walpole by Route 2 and Route 95 which gives you a**
6 **more generous mileage calculation, that would be 56**
7 **miles, and then the distance between Walpole and**
8 **Dedham is 8 miles. So you -- you went 8 miles one**
9 **way and then 8 miles back the other way. And then,**
10 **again, from Walpole back to Leominster, that's 56**
11 **miles, assuming that you traveled via routes 95 and**
12 **2. Does that sound right to you?**
13 A. It sounds right, if the -- the directions
14 make sense, yeah.
15 MR. CRABTREE: Can we break for bathroom?
16 MR. STEINBERG: I guess, can we take a few
17 minutes for bathroom break.
18 MR. CHURCHILL: Sure.
19 MR. STEINBERG: Yeah.
20 (Recess, 5:15 p.m. - 5:23 p.m.)
21
22 BY MR. STEINBERG:
23 **Q. Okay. So we were -- oh, I apologize.**
24 THE WITNESS: Are you all set with this?

1 THE REPORTER: Yup. Thank you.
2 BY MR. STEINBERG:
3 **Q. We were talking about, Mr. Jefferson, your**
4 **timesheet for the date of April 20th, 2019, and I**
5 **believe that we just discussed that the mileage**
6 **traveled between Leominster and Walpole, Walpole to**
7 **Dedham, Dedham to Walpole, and Walpole back to**
8 **Leominster would be the mileage for which you were**
9 **entitled reimbursement under UTS's policies and**
10 **procedures, correct?**
11 A. That is correct.
12 **Q. Okay. So I'll represent to you again,**
13 **assuming that you got to -- from Leominster to**
14 **Walpole via Route 2 and 95, which is an assumption I**
15 **am making because it gives you more miles in this**
16 **calculation, that would result in total mileage for**
17 **that day of about 128 miles or \$44.80, right?**
18 A. If that is what it came to. I trust that
19 you did that correctly.
20 **Q. Okay. And so, when we look at the total**
21 **billed for that day, there are two amounts there;**
22 **there's the \$37.10 and 32.20, which adds to \$69.30**
23 **for 198 miles, right?**
24 A. That math appears to check out.

1 **Q. Okay. So on February 20th, 2019, it looks**
2 **like there were 70 extra miles that you -- for which**
3 **you received reimbursement but for which you were**
4 **not entitled to reimbursement under UTS's policies**
5 **and procedures?**
6 A. That appears so.
7 **Q. Okay. And so I'm going to ask you the same**
8 **question about this date that I did for February**
9 **4th, which is: As best as you can recall, did you**
10 **continue to misunderstand what the policy and**
11 **procedures -- policies and procedures permitted at**
12 **UTS regarding mileage reimbursements on**
13 **February 20th, 2019?**
14 A. I won't be able to recall the exact date.
15 Again, I will refer to the timesheet Mike Garland
16 corrected in which he notified me of the incorrect
17 process I was doing, but based on the
18 misrepresentation of the mileage you told me, it
19 appears I would -- you know, am still following that
20 same -- same protocol and misunderstanding.
21 **Q. Okay. So for the sake of time, I'll**
22 **represent to you that the same type -- type of**
23 **discrepancy related to your mileage reimbursements**
24 **appears in several dates before the time entries**

1 that I believe you referred to, specifically,
2 February 25th, 2019, February 26th, 2019, March 5th,
3 2019, and, again, on March 14th, 2019. Would it be
4 helpful to go through each of those days or would it
5 be fair to say that, on those days, you continued to
6 inaccurately, let's say, represent to the company
7 what your mileage reimbursements were?

8 MR. CHURCHILL: Objection.

9 You can answer.

10 A. Again -- again, I would reference to the
11 timesheet I'm referring to that Mike Garland
12 corrected for the time period in which I stopped
13 that misunderstanding of the mileage calculation.

14 Q. Okay. Now, if you turn in this exhibit to
15 Page -- it's the page Bates labeled -- it's the
16 first page of the exhibit Bates labeled 57. There's
17 a series of time entries beginning with March 16th
18 and continuing through March 21st, 2019. Do you see
19 that?

20 A. I do.

21 Q. Okay. And do you see that there's
22 handwriting on, actually, both sides of the -- of
23 the timesheet?

24 A. I do see that handwriting.

1 A. I would recognize it. I'm confident that
2 this would be Mike Garland's handwriting or notes
3 following after I provided him my timesheet.

4 Q. Okay. And a number of times you've
5 referenced timesheets in which Mike Garland made a
6 correction to your mileage reimbursements. Do you
7 remember that -- those different points in time when
8 you made that testimony?

9 A. I do.

10 Q. Okay. The time entries that we're looking
11 at for the week of March 16 through March 23rd, the
12 first two pages of Exhibit 20, are those the -- the
13 time entries to which you were referring?

14 A. To the best of my ability, this does look
15 like that -- that occurrence --

16 Q. Okay.

17 A. -- based on the extensive notes taken.

18 Q. Okay. Did Mike Garland -- upon reviewing
19 your timesheet for the week of March 16th through
20 March 23rd 2019, did Mike Garland reach out to you
21 to discuss it?

22 A. That he did.

23 Q. Okay. Do you remember how he reached out
24 to you?

1 Q. Okay. Have you ever seen that handwriting
2 before?

3 A. I have.

4 Q. Okay. When -- when have you seen it
5 before?

6 A. Most likely the -- when I sent in or when
7 Mike Garland reviewed my timesheet.

8 Q. Okay. And was it his practice to return to
9 you a marked-up version of your timesheet?

10 A. I'm not sure if there was -- occurred every
11 single time. To my understanding, it occurred only
12 when there were corrections or modifications made
13 that weren't a part of the original document I sent
14 over.

15 Q. So, when Mike Garland would make changes to
16 your submitted timesheet, he would note those
17 changes in handwriting and return to that
18 handwritten -- that -- strike that -- and returned
19 that marked-up version to you?

20 A. Either returned it or showed it to me to --
21 for reference.

22 Q. Okay. The handwriting that you see on the
23 pages Bates labeled 57 and 58 of Exhibit 20, do you
24 recognize that to be anybody's handwriting?

1 A. It was either a text or a phone call.

2 Q. Okay. And what do you remember about that
3 text or phone call?

4 A. Long lines, there's a discrepancy --
5 there's a significant discrepancy with your
6 timesheet, let's talk.

7 Q. Okay. And you can see here that
8 Mr. Garland notes discrepancies on each -- each date
9 that you worked for the week of March 16th through
10 March 23rd, right?

11 A. That is correct.

12 Q. Right. So, on March 16th, you know, the
13 total mileage was 102 miles or \$35.70, but you
14 sought reimbursement for 186 miles or \$65.10,
15 right?

16 A. That appears to be correct.

17 Q. And then, again, on March 18th, 2019,
18 according to Mr. Garland's notes, you -- your -- you
19 incurred mileage of 160 miles, is that right?

20 A. It appears correct what's written on the
21 notes.

22 Q. Okay. And how much did you bill in mileage
23 for March 18th, 2019?

24 A. If I calculated this out, it appears to be

1 more that what Mike has calculated.
2 **Q. Right. In fact, it's 280 miles, right, or**
3 **\$98 in reimbursement?**
4 A. I will trust that your math is correct, but
5 it appears right.
6 **Q. Okay. So 160 miles, according to Mike**
7 **Garland, versus 280 miles that's a -- a discrepancy**
8 **of -- what -- 120 miles?**
9 A. Give or take, yeah. It sounds -- sounds
10 fair.
11 **Q. Okay. Then, on March 19th, 2019, Mike**
12 **Garland calculates that the mileage for which you**
13 **should have sought reimbursement was 120 miles and**
14 **yet you billed 280 miles, right?**
15 A. That's what it would appear, so if the math
16 checks out.
17 **Q. Okay. So 120 miles versus 280, that's a**
18 **discrepancy of -- what -- 160 miles?**
19 A. If the math checks out, then, yeah, I would
20 agree.
21 **Q. Okay. Likewise, for March 20th, 2019, Mike**
22 **Garland reflects in his notes that you should have**
23 **received reimbursement for 140 miles, right, or**
24 **\$49?**

1 A. That's what the notes appear to indicate.
2 **Q. And yet, when you add up your entries for**
3 **March 20th, you sought reimbursement for 386 miles**
4 **or \$135.10?**
5 A. That appears correct on the timesheet.
6 **Q. Okay. Likewise, for March 21st, 2019, Mike**
7 **Garland calculates that your round trip mileage**
8 **should have been 110 miles or \$38.50, but you sought**
9 **reimbursement for 176 miles, right?**
10 A. If the math checks out, I would believe
11 you're correct.
12 **Q. Okay. Well, did you -- when Mike Garland**
13 **approached you about this, did you tell him that his**
14 **math was mistaken?**
15 A. I did not.
16 **Q. Did you agree with him that -- that these**
17 **amounts were well in excess of what UTS permitted**
18 **under its policies and procedures?**
19 MR. CHURCHILL: Objection.
20 A. I did agree that it did not line up with
21 what was on the policies, correct.
22 **Q. Okay. Did you explain to Mike Garland what**
23 **the basis was for your contrary understanding of the**
24 **company's mileage reimbursement policy?**

1 A. Can you repeat the question. Sorry.
2 **Q. Yeah. Did you ever explain to Mike**
3 **Garland -- during the communications you had related**
4 **to these timesheets from March 16th to March 21st,**
5 **2019, did you ever explain to him where it was you**
6 **got your understanding from that you could bill**
7 **double the round-trip mileage for each project, even**
8 **on a day where you went to multiple projects?**
9 MR. CHURCHILL: Objection.
10 A. I did explain to him my quote/unquote
11 misunderstanding on how I was calculating these
12 values, and he then proceeded to correct me that
13 that was not, indeed, the way of things and agreed
14 that we would correct this moving forward.
15 **Q. Did you -- specifically, though, did you**
16 **tell him that two other employees had told you that**
17 **the company permitted this provided that it could**
18 **bill clients for the -- the duplicate miles?**
19 A. I did explain to him that what I was told
20 and related to Mike Garland during this conversation
21 regarding this timesheet.
22 **Q. Okay. And did he have any reaction to**
23 **that?**
24 MR. CHURCHILL: Objection.

1 A. He disagreed with this statement, I heard,
2 and told me to follow the policies in the handbook.
3 **Q. Okay. So as of this time in March of 2019,**
4 **when Mike Garland explained to you what the policy**
5 **actually was, you committed to follow that policy**
6 **going forward?**
7 A. To the best of my abilities, yes.
8 **Q. Okay. So I want to, then, take a look at**
9 **another date subsequent to this to get an**
10 **understanding of your mileage-reporting practices.**
11 **So let's take a look.**
12 MR. STEINBERG: Mark this.
13 (Document marked as Exhibit 21
14 for identification)
15 THE WITNESS: Thank you.
16 THE REPORTER: You're welcome.
17 BY MR. STEINBERG:
18 **Q. And so this has been marked as Exhibit 21**
19 **for identification purposes in this deposition,**
20 **Mr. Jefferson. Do you recognize it?**
21 A. It appears to be a timesheet I submitted
22 for the month of May 2019 --
23 **Q. Okay.**
24 A. -- to UTS.

1 Q. And so by this -- this -- this was two
2 months after Mike Garland spoke to you either by
3 text or -- or over the phone about your practices
4 related to reporting of mileage for reimbursement,
5 right?
6 A. That is correct.
7 Q. Okay. So as of May 20th, 2019, you would
8 agree that you have no misunderstanding about what
9 the policy was?
10 A. Correct.
11 Q. Okay. So I want to take a look at this
12 timesheet here. So you began -- let me make sure it
13 got the right one.
14 All right. So you began going from
15 Leominster, right, as you always did, right?
16 A. If that was during this time, yes. Yup.
17 Q. Well, so this was May of 2019?
18 A. So likely, yes, I was coming -- calculating
19 my miles from Leominster.
20 Q. You testified earlier that you didn't begin
21 moving from Orange until, at the earliest, October
22 of 2020, right?
23 A. To the best of my recollection, yes.
24 Q. Right. So in May 2019, you'd definitely

1 still be taking your mileage from -- from
2 Leominster?
3 A. That's accurate. That seems accurate, yes.
4 Q. Okay. Great. So May 20th, 2019, you take
5 the mileage from Leominster, right, and you go to
6 the first stop of the day, and it looks like Whippel
7 Road in Tewksbury, is that correct?
8 A. That is correct based on the timesheet.
9 Q. Okay. And you don't have any information
10 other than what's in the timesheet?
11 A. That is correct. I do not recall the
12 series of events on this day.
13 Q. Understood. Okay. So from Leominster to
14 987 Whippel Road in Tewksbury, Massachusetts which
15 I'll represent to you is the address of the Whippel
16 Road project, that would be 31 miles. Does that
17 sound right to you?
18 A. If that -- I would trust that's accurate.
19 Q. Okay. It seems right?
20 A. Yeah. Again, sounds right.
21 Q. Okay. From there, from Tewksbury, your
22 next stop was Elliott Street in Milton, right?
23 A. That appears correct on the timesheet.
24 Q. Okay. I'll represent to you that that's

1 about 32 miles.
2 A. I -- I trust that that's correct based on
3 typical paths.
4 Q. Okay. From Milton you then went to
5 Washington Street in Hanover, is that right?
6 A. It shows it on the timesheets; so, I'm
7 assuming it is correct.
8 Q. Okay. And Milton and Hanover are closer
9 together, right, than are Leominster and
10 Tewksbury?
11 A. I would have to believe you on that without
12 looking at a map.
13 Q. All right. So between Milton and Hanover,
14 that's 17 miles. Does that sound right?
15 A. If -- if that makes sense on -- on a map,
16 then, yeah, I would agree.
17 Q. Okay. And then from Hanover, it looks like
18 your next stop was actually in Stoneham at -- is
19 that at the office?
20 A. It appears so based on the timesheet.
21 Q. Okay. And so the office that was at 5
22 Richardson Lane in Stoneham, right?
23 A. That would be correct.
24 Q. And you went there, according to your time

1 sheet, to drop off a soil sample?
2 A. Based on the timesheet that is correct.
3 Q. Okay. And from your timesheet, it appears
4 that was the last thing you did that day; so, your
5 last piece of reimbursable mileage under UTS's
6 policy would be from Stoneham to Leominster?
7 A. That is correct.
8 Q. Okay. So when you add all that mileage up,
9 at least when I add all that mileage up, I get 158
10 miles or about \$55.30 in mileage. Do you reach a
11 different amount?
12 A. Without looking and doing the math
13 extensively, it's -- so you're asking -- repeat the
14 question. Sorry.
15 Q. Sure. So when you add up those distances
16 between Leominster and Tewksbury and then Tewksbury
17 to Milton, Milton to Hanover, Hanover to Stoneham,
18 and Stoneham to Leominster again, I add those up to
19 get 158 miles.
20 A. Okay.
21 Q. Okay. Which would mean your expense
22 reimbursements for that day would have added up to
23 \$55.30. Now, looking at your reimbursements for
24 that day, however, you sought \$93.80 in

1 reimbursement for 268 miles.

2 A. The math you stated appears to be correct.

**3 Q. Okay. So my question is: Where is that
4 discrepancy coming from?**

5 A. To be honest, I could not recall without
6 looking further into my -- the records, potentially,
7 in my field books.

**8 Q. Okay. Let's take a look at those field
9 book entries.**

10 (Document marked as Exhibit 22
11 for identification)

12 THE WITNESS: Thank you.

13 BY MR. STEINBERG:

**14 Q. So I just handed you Exhibit 22. Do you
15 recognize this exhibit?**

16 A. It appears to be the pages from my field
17 book in relation to the date you were previously
18 asking about, May 20th of 2018.

**19 Q. Okay. So I know it's difficult to look at
20 multiple items at once. But in looking at these
21 entries, it appears, among other things -- if you
22 look at the page Bates labeled 1018, it appears that
23 you have, once again, recorded round trip mileage to
24 Milton of 55 miles, plus 55. Do you see that on the**

1 page -- page Bates labeled 1018?

2 A. I do see that.

**3 Q. Okay. And does -- am I correct that the 55
4 plus 55 that appears next to the word, "mileage,"
5 would be 55 miles plus 55 miles?**

6 A. That would be correct.

**7 Q. Okay. And so why was that -- where does
8 that amount of mileage come from and why are there
9 two mile figures added together?**

10 A. I'm not a hundred percent sure, but if --
11 if you could repeat the calculations you did between
12 sites, it would be helpful to answer that question
13 better.

**14 Q. Okay. Well, going back to the -- the time
15 entry for -- and this was Exhibit 21 -- you began
16 the day in Tewksbury, is that right?**

17 A. The first visit was in Tewksbury it
18 appears, yes.

**19 Q. Okay. And I calculated that distance
20 between Leominster and Tewksbury to be 31 miles.**

21 A. Okay.

**22 Q. But then from Tewksbury, you went to
23 Milton, and the distance between those two was 32
24 miles. However, if you look at the page Bates**

**1 labeled -- Bates labeled 1018, the mileage appears
2 to be a round-trip figure that is not consistent
3 with the distance between Tewksbury and Milton.**

4 THE WITNESS: I'm sorry. Do you have a
5 pen?

6 MR. CHURCHILL: You can't write on that.

7 THE WITNESS: Oh, sorry.

8 BY MR. STEINBERG:

9 A. I'm sorry. Can you repeat that. I'm
10 trying to do math in my head. Apologies.

11 Q. No problem.

**12 So -- so the distance that I calculate
13 between Tewksbury and Milton is 32 miles; so, my
14 question is really just if you could explain where
15 this mileage of 55 comes from, from Milton, Mass.
16 and why it appears to be -- similar to your prior
17 mileage reimbursements that you looked at, it
18 appears to be a round-trip figure instead of a
19 single distance.**

20 A. I'm not sure if I can answer that question
21 confidently looking back to this.

22 Would you be able to remind me of the --
23 the mileage from Milton to either Hanover or
24 Leominster?

**1 Q. The distance between Milton and Hanover is
2 17 miles.**

3 A. Got you. And then the mileage from Hanover
4 to Stoneham?

5 Q. It's 34 miles.

6 A. And then the mileage from Stoneham to
7 Leominster?

8 Q. 44 miles.

9 A. To that point, I'm not sure where I had
10 calculated this -- this mileage specifically.

**11 Q. Okay. You would agree, when you add up the
12 miles that you -- for which you sought
13 reimbursement, according to your timesheet for
14 May 20th, 2019, there appears to be a discrepancy of
15 about 110 miles?**

16 A. If you're math checks out, I would say
17 you're probably correct.

**18 Q. Okay. And I'm also correct that you were
19 fully aware of what the company's policies were
20 related to mileage reimbursements as of this date?**

21 A. That would be correct.

**22 Q. Okay. So I want to move to a different
23 topic now. I know we're late, but -- but I actually
24 think we're -- if folks will indulge me, I think I**

**1 can probably finish in a relatively short period of
2 time.**

3 MR. STEINBERG: So, Steve, are you okay to
4 keep going?

5 MR. CHURCHILL: Yup.

6 MR. STEINBERG: Okay.

7 BY MR. STEINBERG:

**8 Q. So that -- those time entries that we just
9 discussed, we discussed really in terms of the
10 mileage that you were seeking reimbursement for.
11 Now, I want to shift to the topic of hours worked.**

**12 And so we began talking about this earlier,
13 but I want to ask you again just more specifically:
14 When typically would you fill out your timesheets
15 that you submitted on a weekly basis?**

16 A. You're asking when I would submit them?

17 Q. When did you fill them out?

18 A. I would say I filled them out on a weekly
19 basis.

**20 Q. Okay. And when were they supposed to be
21 submitted?**

22 A. I would not be able to recall when they
23 were supposed to be submitted, other than weekly.

24 Q. Okay. Do you remember a day of the week by

1 which they were supposed to be submitted?

2 A. I wouldn't be able to recall specifically.

**3 Q. And so at a certain time every week, would
4 you sit down and go back through your field reports
5 in order to generate timesheet Or just describe
6 generally how your process worked for filling those
7 out.**

8 A. I would either try to -- I would record my
9 occurrences, as you described, in my field book or
10 on my phone and then transpose those onto a weekly
11 timesheet as seen in Exhibit 1 either, I'd say, the
12 day of or a day before the timesheet was due to
13 provide to the office.

**14 Q. Okay. So I want to recall Exhibit 9, if
15 you can just turn back to that. Exhibit 9 has time
16 entries from the month of September 2018.**

17 A. Okay.

**18 Q. Okay. So if you can turn with me to the
19 second page of that exhibit, and I want to look at
20 your time entry for September 20th, 2018. And I see
21 here you report arriving to the job at 7:00 a.m., is
22 that right?**

23 A. It appears so in the timesheet.

24 Q. Okay. And on your timesheets, for the

**1 column that says, "Time on the Job," was it your
2 practice to record the time that you actually
3 arrived on the job?**

4 A. An accurate representation of the time I
5 arrived on site, correct. Maybe, not the exact
6 second but accurate.

**7 Q. Okay. And, likewise, for Time off the Job,
8 was it your practice to, again, within -- not
9 rounding to the nearest second, but was it your
10 practice to accurately record the time at which you
11 left the job?**

12 A. Not necessarily.

13 Q. Okay. Explain.

14 A. I think, as I previously mentioned, to
15 simplify the timesheet, the time on and off the job
16 would also include time spent writing reports or
17 time spent towards the project as well.

**18 Q. Okay. So I want to go back to testimony
19 you gave earlier because previously I asked you
20 whether your practice was to write reports on the
21 job site, and you testified that it was not. So I
22 just want to understand. Maybe, I'm misremembering.
23 But as I recall -- correct me if I mischaracterize
24 your testimony -- you stated that you would write**

**1 notes in your field reports on the job site so that
2 you could subsequently create field reports that you
3 would turn in, is that accurate?**

4 A. Partially accurate, correct.

**5 Q. Okay. In what way is it partially
6 accurate?**

7 A. So I would travel with my work laptop and,
8 whether I spent time at home or at the job or near
9 the job, to write this report would be included.

**10 Q. Okay. Did you ever report as separate time
11 entries your time for writing reports?**

12 A. Yes, I did.

**13 Q. Okay. So are you saying that some of your
14 time that you spent writing reports you would
15 basically bake into your -- your time reported on
16 the job site and other time entries would be
17 separate report writing entries?**

18 A. Can you repeat that question. It was a
19 little long for me to follow.

**20 Q. Yeah. Sure. So why was it the case that,
21 in some instances, you separately reported time for
22 writing reports but, in other cases, your testimony
23 is you would include it in the -- the time that you
24 allocated to being at a particular site?**

1 A. It was based on whether I went home to
2 write the reports or I, like I said, stayed near the
3 site to write the report following going home is
4 kind of the -- the idea behind how I did it, in
5 addition to simplifying my reports or simplifying --
6 sorry -- my timesheets.

7 **Q. Okay. And was it your practice generally**
8 **to write reports at a job site?**

9 A. I wouldn't say it was typically a practice.
10 It depended on time, access, comfortability, and
11 sometimes wifi power. Those -- those -- those items
12 played into effect.

13 **Q. Okay. So going back to the date that we**
14 **were just looking at in Exhibit 9, the**
15 **September 20th, 2018, date.**

16 A. Can you repeat that again. Sorry. I
17 was...

18 **Q. Yeah. So going back to Exhibit 9, the date**
19 **of September 20th, 2018.**

20 A. That is -- yup, I see that.

21 **Q. So you report being on the job at 7:00, and**
22 **then you report a lunch from 12:00 to 12:30.**

23 A. That is correct.

24 **Q. How often did you take lunch when you were**

1 **at a job site?**

2 A. To be honest, I don't recall taking lunch
3 often on job sites; so, it would be -- it would be
4 tough to kind of put a -- put a number to it, if
5 that makes sense or if that answers your question.

6 **Q. Okay. Does a job site typically break for**
7 **lunch generally in terms of the overall work that's**
8 **occurring?**

9 A. It depends if it's union or private usually
10 would be my response.

11 **Q. Okay. So for a unionized work force, what**
12 **would the practice be?**

13 A. I think they are obligated to some breaks,
14 to which I would also take a break and would spend
15 my time writing a report and, probably, at the same
16 time taking some sort of lunch as well.

17 **Q. Okay. Now, when you took a lunch break,**
18 **would your practice be to record that time as a**
19 **taken lunch in your timesheets?**

20 A. If I felt that I wasn't doing any other
21 work during that time, yes, I would -- I would
22 likely take a dedicated time as indicated here, but
23 more often than not I believe I was taking what
24 would be considered in typical standards a working

1 lunch.

2 **Q. Okay. And what would you do during a**
3 **working lunch?**

4 A. Like I said, I would be either updating my
5 field report or start logging reports on my computer
6 or some version of -- of report writing.

7 **Q. Okay. So on September 20th, 2018, it looks**
8 **like you took a dedicated lunch, no work, between**
9 **12:00 and 12:30, is that right?**

10 A. That appears correct.

11 **Q. And then, according to your timesheet, you**
12 **left the job site at 3:30 p.m.**

13 A. That's what I indicated on my timesheet
14 that 3:30 was the time I stopped, yes.

15 **Q. Okay. So I want to go back now to**
16 **Exhibit -- I believe it was Exhibit 19, and you can**
17 **turn with me, if you would, to the page Bates**
18 **labeled 378.**

19 MR. CRABTREE: What was that, Michael, what
20 date?

21 MR. STEINBERG: 378. September 20th, 2018.
22 Are you with me?

23 MR. CRABTREE: Yeah.

24 MR. STEINBERG: We're on Exhibit 19.

1 BY MR. STEINBERG:

2 A. Yup.

3 **Q. Okay. So this is your field notes from**
4 **your field book related to the 71 Greenwood Ave.**
5 **project in Swampscott on September 20th, 2018, is**
6 **that right?**

7 A. That appears correct on the sheet.

8 **Q. Okay. And you say here that you arrived at**
9 **8:00 a.m., and then in parentheses you say, 7:30**
10 **a.m. Can you explain why your arrival time is -- is**
11 **noted here at 8:00 a.m., parentheses, 7:30 a.m.**

12 A. I'm not completely sure on that, but my
13 best guess would be I arrived at the site at 7:30,
14 but work did not start until 8:00 a.m.

15 **Q. On your timesheet that day, you say that**
16 **you started at -- you arrived at 7:00 a.m., didn't**
17 **you?**

18 A. That appears to be correct.

19 **Q. Okay. And on your timesheet, you reported**
20 **an even eight hours of work between 7:00 a.m. and**
21 **3:30 p.m., right?**

22 A. That also appears correct.

23 **Q. Right. But you would agree, particularly**
24 **given that you took a half hour lunch, you could**

1 only have worked at most seven hours on this day,
2 not eight hours?
3 A. I believe the math you stated appears to be
4 correct.
5 Q. Okay. So my question is: Can you explain
6 the discrepancy between the time that you reported
7 on your timesheet and the contemporaneous field
8 notes that we're looking at in Exhibit 19?
9 A. I could not explain why I put 7:00 a.m.
10 when my -- my field report said 7:30, no. Sorry.
11 Q. You mean your -- your field notes?
12 A. Correct.
13 Q. Okay. And do you have any -- okay. No.
14 That's...
15 So let's take a look at another example,
16 then. Let's stay in the same month. Let's look at
17 September 24th, 2018. If you want to just flip a
18 few pages ahead. It's the Bates -- page Bates
19 labeled 380.
20 A. 380 you said?
21 Q. Yes. That's the Bates label on the bottom
22 of the page for reference.
23 A. Yup. I am there.
24 Q. Okay. So this was the -- a site, it looks

1 like, in Peabody that you went to on September 24th,
2 2018, correct?
3 A. That appears to be correct.
4 Q. Okay. And at the top there, do you see the
5 words, "No Report Needed"?
6 A. That I do see.
7 Q. Okay. So would that indicate that you did
8 not need to write a report in relation to your visit
9 to this site?
10 A. That would be correct.
11 Q. Okay. Now, here in black pen, you write
12 your departure time as 3:00 p.m. Do you see that?
13 A. I do.
14 Q. Okay. And looking back to the previous
15 exhibit in your September timesheets Exhibit 9, for
16 the day of September 24th, you state that you left
17 at 3:30 p.m., not 3:00 p.m.
18 A. That appears to be correct.
19 Q. Okay. And so, on your timesheet, you
20 indicate that you arrived at 7:00 a.m. and took a
21 half hour lunch.
22 A. That appears to be correct based on my
23 timesheet, yes.
24 Q. Okay. And -- and then you -- on your

1 timesheet, you reported leaving the job at 3:30
2 p.m., right?
3 A. That also appears to be correct on the
4 timesheet.
5 Q. Right. And so with a half hour lunch, a
6 departure time of 3:30 p.m. would result in an even
7 eight hours worked, correct?
8 A. That would be correct math-wise.
9 Q. All right. But, again, going back to your
10 field report for that same date, Exhibit 19, you
11 would agree, particularly given that you took a half
12 hour lunch and wrote, "No report," for this project,
13 at most you worked seven hours that day, right, not
14 eight hours?
15 A. The math checks out on that calculation,
16 correct.
17 Q. Okay. So, again, can you explain the
18 discrepancy between what your contemporaneous field
19 notes indicate and your timesheet indicates?
20 A. Can you repeat that question.
21 Q. Yes. The same question as before. Can you
22 explain the difference between the departure time
23 you note in your field notes and the departure time
24 that you report on your timesheet for the date of

1 September 24th, 2018?
2 A. I could not recall as to why there would be
3 a difference. Yeah. It would be tough to -- to
4 recall that.
5 Q. Okay. And was it generally your practice
6 to try to be truthful and accurate in your reporting
7 of hours worked on your timesheet?
8 A. That is correct.
9 Q. So let's -- let's go a little later in the
10 month of September. Let's look at September 28th,
11 2018. You can flip to page -- it's Bates labeled
12 387 at the bottom there. Are you with me?
13 A. 387, yup.
14 Q. Okay. So here you state that you arrived
15 at the site at 7:30 a.m., correct?
16 A. On the -- on the page, yes, that's what's
17 indicated.
18 Q. Okay. You also indicate round-trip mileage
19 to and from the -- the job site.
20 A. That is -- appears to be correct.
21 Q. Okay. So looking at the arrival time here,
22 you say you arrived at 7:30 a.m.
23 A. That appears to be correct.
24 Q. Okay. Now, let's go back to your time

1 entry for that same day, if you could --
2 A. Yup.
3 Q. -- which was Exhibit 9.
4 So for September 28th, 2018, which is on
5 the first page of the exhibit, you state that you
6 arrived on the job at 7:00 a.m.
7 A. That appears to be correct.
8 Q. But in your log book, you agree you state
9 you arrived at 7:30, right?
10 A. That also appears to be correct.
11 Q. And, again, on this particular day, you
12 took a half hour lunch, right?
13 A. That appears to be correct based on the
14 timesheet.
15 Q. Okay. And so with a half lunch, with an
16 arrival time of 7:00 a.m. and the departure of 3:30
17 p.m., you would have worked an even -- according to
18 your timesheet, an even eight hours, right?
19 A. That appears to be correct, yes. The math
20 checks out.
21 Q. But, again, given that you arrived,
22 according to your field report, a half hour later
23 than you reported on your timesheet and you took a
24 half hour lunch, at most you could have worked seven

1 hours that day, not the eight hours?
2 A. That would appear -- is it 7 or 7 1/2? My
3 brain is...
4 Q. Perhaps, 7 1/2 hours. Either 7 or 7 1/2
5 hours, but not -- not 8 hours.
6 A. Correct. The math checks out on those --
7 on those comparisons.
8 Q. Okay. And so September 28th, 2018, I see
9 here at the top you write, "No report needed," is
10 that correct?
11 A. That would appear correct.
12 Q. So any discrepancy in time reported would
13 not be due to time spent writing a report at the
14 site; am I correct?
15 A. Not necessarily.
16 Q. Okay. To your knowledge, did you write a
17 field report for the -- this project on the 28th in
18 Swampscott?
19 A. Given that it indicates training on the
20 28th, I believe, from what I remember, the practice
21 was for Graham to have me write reports as -- as a
22 training exercise.
23 Q. Okay. Do you see there are two numbers on
24 that page. You have two numbered statements near

1 the bottom. The first one says, "Reported by
2 Graham." Do you see that?
3 A. Correct.
4 Q. What does that mean?
5 A. That would mean that his name would be on
6 the report officially given to UTS.
7 Q. Okay. And you wrote at the top here, "No
8 report needed"?
9 A. Correct. That's what was written.
10 Q. Okay. So that would mean you did not need
11 to write a report for this project?
12 A. I believe what I meant by that statement
13 was that I did not need to issue a report for this
14 project.
15 Q. Okay. But you're not contending that the
16 discrepancy between the arrival time reported in
17 your -- on your time entry and what's reflected on
18 your -- in your notes is due to writing the
19 report?
20 A. I would not be able to be certain on
21 that -- on that statement. I wouldn't be able to
22 recall as to why I did that.
23 Q. Okay. Well, how could you write a field
24 report for a project in the first half hour of

1 arriving?
2 A. That -- that would -- that would makes
3 sense logically.
4 Q. Okay. So as a matter of logic and your
5 recollection, I'm just trying to understand here,
6 you don't have any reason to assert here that the
7 discrepancy between these notes and your timesheet
8 is due to time spent on the site writing a report?
9 A. It would be hard for me to recall that --
10 that discrepancy as to why there is.
11 Q. So I'm not asking whether it's easy or
12 difficult to for you to recall. I'm asking whether
13 you have any factual basis as you sit here today to
14 contend that the discrepancy between your notes and
15 your timesheet is due to time spent writing a report
16 on the job site.
17 A. Sorry. I'm a little twisted with -- with
18 how you asked that. Sorry. Can you repeat.
19 Q. Yes. You -- your answer to my last
20 question is that it would be difficult for you to
21 recall, but I'm not interested in whether it would
22 be easy or difficult for you to recall. I'm asking
23 whether, as you sit here today, you have any -- you
24 know of any facts or you have any recollection from

**1 which you could assert that the difference between
2 what we see here in your field notes for arrival
3 time and what you indicated on your timesheet as an
4 arrival time.**

5 MR. CHURCHILL: Objection.

6 A. No, I could not -- I could not see why it
7 would -- why I would -- why there would be a
8 discrepancy, if that answers your question.

9 Q. It does. I appreciate the answer.

**10 All right. So now let's get out of the
11 month of September. Let's go into October. Let's
12 go back to Exhibit 10. These were your October 2018
13 timesheets.**

14 A. I have Exhibit 10.

**15 Q. Okay. Great. So if you could flip to Page
16 10, it's the Bates labeled one, UTS 10 on the bottom
17 right.**

18 A. Yup.

**19 Q. Okay. So for the date of October 16th,
20 2018, do you see that?**

21 A. October 17th you said?

22 Q. 16th.

23 A. Oh, I'm sorry. 16th. I do see
24 October 16th.

**1 Q. Okay. It looks like you went to a project
2 site in Nashua, New Hampshire, is that right?**

3 A. I went to a project, yup, in -- in Nashua.
4 It appears to be correct on the timesheet.

**5 Q. All right. And you report arriving at 7:30
6 and leaving at 3:30?**

7 A. That would appear to be correct on my
8 timesheet.

**9 Q. Okay. And that would be an even eight
10 hours worked, right?**

11 A. That would -- the math would check out on
12 that, yes.

**13 Q. That's what you reported on your
14 timesheet?**

15 A. That is correct, yes.

**16 Q. Okay. Do you remember that project site in
17 Nashua?**

18 A. I would not be able to recall the details
19 on that one.

20 Q. Do you just generally remember it?

21 A. Again, I would not be able to recall that
22 site visit.

**23 Q. Okay. Do you remember whether you took a
24 lunch on that day?**

1 A. Again, it would be tough to recall on -- on
2 that specific day.

**3 Q. Okay. You arrived in New Hampshire pretty
4 early in the morning, right?**

5 A. That's what's stated in my timesheet, yup.

**6 Q. Okay. And you were there for eight hours,
7 according to your timesheet, right?**

8 A. That would appear correct on my timesheet.

**9 Q. Okay. So is -- is it your testimony that
10 you don't have any recollection of whether on such a
11 day you would have taken a lunch break?**

12 A. That would be correct. I would not be able
13 to recall that.

**14 Q. Okay. Would it -- do you recall instances
15 in which, after traveling out of state and staying
16 at a job site for a full day, that you would go
17 without eating lunch at any point?**

18 A. I wouldn't be surprised if that -- that
19 occurred, as I would typically not eat most of the
20 day.

**21 Q. Well, would you eat at any -- at any point
22 during the day?**

23 A. Yeah. It would be -- consist of lunch,
24 dinner, and then snacks, if I could fit them in.

**1 Q. Okay. So -- all right. So you don't
2 remember either way whether you took a lunch break
3 on the 16th?**

4 A. Again, as I stated before, either I took a
5 working lunch or no lunch at all in situations like
6 this.

**7 Q. All right. So let's go now back to, I
8 believe, Exhibit 19, and I want to look at the page
9 that corresponds to your -- your notes for the
10 Nashua job site. If you can flip to page -- the
11 page that's Bates labeled 407.**

12 A. Okay.

**13 Q. All right. So you'd agree that this is the
14 page in your field book for October 16th, 2018?**

15 A. That would be correct based on the notes.

**16 Q. Okay. And you report arriving in Nashua at
17 7:30, right?**

18 A. That appears to be correct on my timesheet.

19 Q. Okay.

20 A. I'm sorry. On the -- on the field book.

**21 Q. Right. And you indicate, "Departure,"
22 something crossed out, and then "2:30," is that
23 right?**

24 A. That would be correct based on what is

1 written in my notes.
2 **Q. All right. So your field book indicates**
3 **that you left the job site at 2:30. Your timesheet,**
4 **however, indicated that you were on the job site**
5 **until 3:30. So my question is, again: Do you**
6 **recall why there was a -- there was a discrepancy**
7 **between those two sources of information?**
8 A. I can't recall exactly, but likely it is,
9 again, due to previous statements, is that time
10 spent after observing borings in this case, I would
11 take that time to document those in an official
12 capacity.
13 **Q. Okay. And was it your practice to indicate**
14 **in your field book when you had written a report on**
15 **the -- on the job site?**
16 A. I don't recall if that's something I
17 would -- I would document in my -- in my field
18 report.
19 **Q. Okay. Do you recall earlier we were**
20 **looking at a time entry in which you pointed out**
21 **that your notes reflected some reporting activity?**
22 A. Can you remind me on that on that -- on
23 that aspect, please.
24 **Q. It was a September 2018 entry --**

1 A. Uh-huh.
2 **Q. -- where you pointed out that your notes**
3 **stated that you -- you had engaged in reporting**
4 **activity on the job site. Do you remember that?**
5 A. I don't recall that I indicated a specific
6 time writing reports on the -- on the field book.
7 **Q. Okay. You would agree that your notes for**
8 **the Nashua job site on October 16th, 2018, do not**
9 **indicate that you stayed past 2:30 to engage in**
10 **report writing?**
11 A. I believe, based on what I'm reading here,
12 it looks like I have note saying, "Email," with a
13 box checked for that date.
14 **Q. And why do you consider that to be**
15 **significant?**
16 A. Most -- if I'm not mistaken, to my memory,
17 borings were done separately from daily field
18 reports; so, typically, I would send a summary of
19 the findings from these borings via email to -- I
20 believe it was Kevin Martin at the time who I would
21 send these findings to.
22 **Q. Okay. And according to your notes, you**
23 **left the job site at 2:30?**
24 A. That would be correct based on my notes.

1 **Q. If you had spent time writing an email --**
2 A. Uh-huh.
3 **Q. -- such that you were there until after**
4 **2:30, your departure time would be some later time,**
5 **wouldn't it?**
6 A. Correct. Again, based on, again, my notes
7 here, I believe I captured that email time spent
8 documenting these borings, not necessarily on my
9 departure time but fairly close to the site, as I've
10 mentioned previously with reports in the general
11 past.
12 **Q. So are you saying that it took you an hour**
13 **to produce the email that you're referring to**
14 **here?**
15 A. That would make sense.
16 **Q. Okay. Do you know that or are you just**
17 **speculating?**
18 A. Again, I can't recall the -- the time, but
19 based on the information I'm reading on this page,
20 that would -- that would make sense to me.
21 **Q. Okay. But you don't have a recollection?**
22 A. An exact recollection, no. Correct.
23 **Q. Okay. And you would agree that, according**
24 **to your notes, you left and departed the Nashua job**

1 **site at 2:30 p.m.?**
2 A. That is correct. Based on the notes I see,
3 that would make sense.
4 **Q. Okay. And apart from the possibility that**
5 **some amount of time was spent writing an email, I --**
6 **I take it you're not -- I take your testimony to be**
7 **that you don't have any other explanation of the**
8 **difference between the departure time in your notes**
9 **and what's on your timesheet?**
10 MR. CHURCHILL: Objection.
11 A. Correct.
12 **Q. All right. We're getting close.**
13 **So I want to jump ahead now to the period**
14 **of September 2019. If we go back to -- those**
15 **timesheets I believe, were previously marked as**
16 **Exhibit 12.**
17 A. Before we continue, can I get more water by
18 any chance? It seems I've exhausted your supply
19 once again.
20 **Q. Yeah. Let me see if I can scrounge up**
21 **some.**
22 (Recess, 6:29 p.m. - 6:33 p.m.)
23 BY MR. STEINBERG:
24 **Q. Okay. So, going back to Exhibit 12 which**

1 has your timesheets from September of 2019, I want
2 to direct your attention to the -- the date of
3 September 19th, 2019. It's on the page Bates
4 labeled 32 at the bottom.
5 A. Yup.
6 Q. Okay. So do you see on the 19th of
7 September 2019, you went to a project site at 1315
8 North Street in Walpole?
9 A. It appears correct on the timesheet.
10 Q. All right. Do you remember anything about
11 that particular project?
12 A. I do not recall.
13 Q. All right. And do you see in handwriting
14 somebody has crossed off your departure time of two
15 o'clock p.m. and wrote in a different time, right?
16 A. That appears to be correct.
17 Q. You wrote the time of 9:00?
18 A. That appears to be correct.
19 Q. And hours reported on the job are also
20 stricken and reduced from 7:00 to 2:00, correct?
21 A. That appears to be correct.
22 Q. Okay. Now, this timesheet for the week of
23 September 14th to September 20th, when -- when would
24 you have submitted that for approval?

1 A. Tough to be -- to remember exactly when.
2 Q. Would it have been -- so September 20th was
3 what -- 2019, what day of the week was that? If I
4 told you it was a Friday, would that jive with your
5 understanding?
6 A. That would make sense given it's the end of
7 the week.
8 Q. Right. And so the 14th of September 2019,
9 would be a Saturday and the 20th is a Friday?
10 A. That sounds correct.
11 Q. Okay. So this timesheet goes from
12 September 14th until September 20th, which is a
13 Friday. When in relation to the date of
14 September 20th, 2019, would you have submitted this
15 timesheet?
16 A. To the best of my ability of remembering,
17 it would be prior to when UTS required me to submit
18 my timesheet.
19 Q. Okay. So that's -- that's my question,
20 though, is: When did UTS require you to submit your
21 timesheet for a week ending on a Friday?
22 A. Good question. It would be tough to recall
23 that exact date as to when they would require for me
24 to submit that timesheet.

1 Q. Okay. Would it be the following Monday?
2 A. That would -- could be a possibility, yes.
3 Q. Okay. So by Monday the 23rd of September,
4 you would have submitted this timesheet?
5 A. That would sound correct.
6 Q. Okay. Now, do you recall submitting a
7 field report in connection with your September 19,
8 2019, visit to the 1350 North Street project site?
9 A. I do not recall if I did, but if it
10 appeared on my timesheet, I would assume that I had
11 submitted a report.
12 Q. Okay. And do you recall how many hours you
13 originally indicated you were at that job site on
14 your field report?
15 A. I could not recall specifically, but I
16 would assume it would follow what was on my
17 timesheet.
18 Q. Okay.
19 MR. STEINBERG: I forget what number we're
20 up to.
21 THE REPORTER: 23.
22 MR. STEINBERG: 23. Okay.
23 (Document marked as Exhibit 23
24 for identification)

1 BY MR. STEINBERG:
2 Q. So you've just been handed Exhibit 23. Do
3 you recognize this exhibit?
4 A. Excuse me. It appears to be an email I had
5 sent to Mary at UTS -- sorry, yeah -- Mary at UTS.
6 Q. Okay. And so there are two different --
7 there's an exchange of emails reflected on the
8 exhibit, right, the -- sorry -- isn't that right?
9 A. It appears there to be two emails that I
10 sent to Mary.
11 Q. Right. Okay. And so the first email you
12 sent to a general office in-box on Wednesday,
13 September 25th at 3:14 a.m.
14 A. That appears to be correct.
15 Q. Okay. You say, "Hello Mary. Please, see
16 the attached report and sketch. Thank you." Is
17 that right?
18 A. That appears to be correct.
19 Q. Okay. So in this email, it appears you're
20 submitting a report for a project site that you
21 visited on September 19th, 2019, approximately, a
22 week later, is that right?
23 A. It appears the dates match, yup.
24 Q. Okay. Was it your practice to go a week

1 before turning in a report related to a -- a project
2 site?

3 A. I did have a general habit of submitting
4 reports after or periods after my site visit, yes.

5 Q. Okay. Were you ever disciplined for
6 failing to turn in reports?

7 A. I was disciplined for failing to turn in
8 reports on a timely manner, yes.

9 Q. Okay. Were you ever -- strike that.

10 Did anybody at UTS ever correspond with you
11 to ask you where reports were related to particular
12 projects?

13 A. Yes.

14 Q. Okay. For example, did Bryan Crabtree ever
15 communicate with you to inquire about the status of
16 an outstanding field report?

17 A. That is correct.

18 Q. Okay. As you sit here, do you have any
19 sense of how many reports were the subject of that
20 kind of inquiry?

21 A. I could not recall the exact number.

22 Q. Okay. As you sit here today, do you -- can
23 you state whether you submitted reports for all the
24 projects for which you were supposed to submit

1 reports?

2 A. Can you repeat that question one more time,
3 please.

4 Q. Sure. As you sit here today, do you know
5 whether you ended up turning in reports for all the
6 projects where they were required of you?

7 A. To the best of my knowledge, I turned in
8 all of my reports that I was supposed to write
9 reports for.

10 Q. Okay. Were all those turned in prior to
11 the end of your employment?

12 A. To the best of my knowledge, yes.

13 Q. Okay. So here, again, turning to Exhibit
14 23, you are turning in a soil report for 1350 North
15 Street on the Wednesday following your visit to that
16 site.

17 A. That appears to be correct.

18 Q. Okay. And then above that you send another
19 email on the 29th of September which I'll represent
20 to you was a Saturday, and you state -- I'll read
21 it -- "Hello Mary. Sorry for the trouble but I
22 mistakenly put 2 hours on the report I originally
23 sent where there was supposed to be a total of 7
24 hours." Did I read that correctly?

1 A. That is correct.

2 Q. All right. So tell me about how it was
3 that you mistook two hours for seven hours.

4 A. It appears it was a typo, if I were to
5 recall.

6 Q. Okay. Now, the email that appears here
7 from September 29th, would it be fair to say that
8 this email was sent after you learned about the
9 reduction to your timesheet that we looked at
10 previously on Exhibit 12?

11 A. I'm sorry. Can you repeat that one more
12 time. Sorry.

13 Q. Sure. So this email that was sent to
14 you -- that you sent -- excuse me -- on
15 September 29th, 2019, alerting Mary to the typo of
16 two hours versus seven hours on your field report,
17 would it be fair to say that you sent that email
18 after you learned that there had been a five-hour
19 reduction to your time entry from
20 September 19th, 2019?

21 A. Based on the response of my email and
22 cc'ing Mike Garland on that email, I do not recall
23 exactly, but I would not be surprised if Mike had
24 informed me of this discrepancy in my timesheet, to

1 which then I explained -- I would explain to him in
2 better detail, to which then he probably asked me to
3 email Mary to correct that report and cc him as a
4 proof of the correction.

5 Q. Okay.

6 A. But, again, I don't recall specifically,
7 but that -- that would make the most sense to me on
8 reading all of this information.

9 Q. Okay. So in that vein, let's take a look
10 at another document.

11 MR. STEINBERG: I guess we're up to 24 now.
12 (Document marked as Exhibit 24
13 for identification)

14 THE WITNESS: Thank you.

15 THE REPORTER: Uh-huh.

16 BY MR. STEINBERG:

17 Q. Okay. Are you looking at Exhibit 24?

18 A. I am.

19 Q. Excellent. And do you recognize it?

20 A. It appears to be an email I had sent to
21 Mike and a response from Mike thereafter.

22 Q. Okay. So here, looking first at the bottom
23 email that appears, on the page Bates labeled 2216,
24 you say, "Hello, Mike. Please see the attached

1 timesheet." Is that a reference to your timesheet
2 9/21 to 9/27?

3 A. Yeah. It appears that would be the case.

4 Q. Okay. You say, (as read) "Please see the
5 attached timesheet. Also, last week's timesheet
6 correction was an error on my end. The report I
7 issued on 9/19/19 in Walpole should have stated 7
8 hours, parentheses, not two hours, close
9 parentheses. I resubmitted the report with the
10 proper amount of hours," is that right?

11 A. That is correct.

12 Q. Okay. So is this the email you're
13 referring to in which you advised Mike Garland that
14 the field report for September 19, 2019, that --
15 that indicated two hours on the site should have
16 indicated seven hours?

17 A. It appears they are correlated.

18 Q. Okay. And so you reached out to Mike
19 Garland after learning that there had been a
20 deduction to your time entry for that day,
21 September 19th, 2019?

22 A. It appears so, yes.

23 Q. All right. So Mike responds to you later
24 that day, October 2nd, 2019, correct?

1 A. Yup.

2 Q. He says -- first he says that the -- your
3 requested hours would be added, right?

4 A. That appears correct.

5 Q. Okay. Then he goes on to say, (as read)
6 "FYI. This week there are (2) hours being deducted
7 from 9/25/19 99 Moody Street in Waltham as the site
8 was closed at 2:35 p.m., and a half hour being
9 deducted from 9/26/19 147 Coddington Street Quincy,
10 as the site was also closed just prior to 3:00 p.m."
11 Do you see that?

12 A. I do see that.

13 Q. All right. So let's look back now just for
14 context to your time entries -- this was Exhibit
15 12 -- for those dates. And Specifically, we're
16 looking for the page Bates labeled UTS 32.

17 A. Uh-huh. Can you repeat which -- which
18 Bates?

19 Q. 32. This was from Exhibit 12.

20 A. Yes. I'm looking at that page.

21 Q. Okay. And, actually, I was mistaken. We
22 need to be looking at 31, not 32. My mistake.

23 Okay. So on the page Bates labeled UTS 31,
24 do you see there's an entry from September 25th,

1 2019, for 99 Moody Street in Waltham?

2 A. I do see that, yes.

3 Q. Okay. And you report leaving the job at
4 4:30 p.m.

5 A. I do see that that's what is recorded on
6 the timesheet.

7 Q. Okay. In his email to you from October
8 2nd, 2019, Mike Garland tells you that he's
9 deducting two hours from that because that project
10 site was actually closed at 2:35 p.m., right?

11 A. That appears to be correct on that
12 statement.

13 Q. Okay. What is your recollection of when
14 the 99 Moody Street project site closed on
15 September 25th of 2019?

16 A. I could not recall that exact account to
17 which Mike is referring to or this timesheet's
18 referring to.

19 Q. Do you recall whether or not you replied to
20 this email?

21 A. If there is no response to this, I would
22 assume I did not or I must -- I might have had a
23 phone conversation potentially, but I do not recall
24 if there was any response to this email.

1 Q. Okay. Do you recall ever disagreeing with
2 Mike that the project site had, in fact, closed at
3 about two hours before you indicated you left the
4 site?

5 A. I do not recall if there was a conversation
6 thereafter --

7 Q. Okay.

8 A. -- following this email.

9 Q. As you sit here today, do you have any
10 information about whether Mike was correct or
11 incorrect in his assertion that the project site had
12 closed at 2:35?

13 A. I do not recall that situation to -- in
14 response to -- to Mike's claim.

15 Q. So is that a no?

16 A. That is correct.

17 Q. Okay. Likewise, for the Coddington Street
18 site in Quincy on September 26th, Mike Garland in
19 his October 2nd email indicates that the site
20 closed -- was closed as of 3:00 p.m. when you
21 claimed you left it. Do you have any recollection
22 either way of when that project site closed?

23 A. I do not recall.

24 Q. Okay. And Mike in his October 2nd email

**1 goes on to admonish you to, "Please reflect
2 accurately your time on time on and time off of each
3 project going forward," is that right?**

4 A. I do see that statement.

**5 Q. Okay. Had Mr. Garland ever previously
6 spoken to you about your time-reporting practices?**

7 A. I can't recall a specific time or moment or
8 conversation at this -- at this point.

**9 Q. So I'm not asking whether you specifically
10 recall. I just mean -- I am asking whether
11 generally you recall Mr. Garland ever speaking to
12 you prior to October 2nd, 2019, about your
13 time-reporting practices.**

14 A. I'd have to look at prior timesheet notes
15 to recall, but any conversations he would have with
16 me would be reflected on note changes he would make
17 on my timesheet.

**18 Q. Okay. So I just want to make sure I
19 understand your testimony. Do you or do you not
20 have an independent recollection -- apart from
21 whatever information you might be able to discern
22 from handwriting on a timesheet, do you have any
23 independent recollection of Mr. Garland speaking to
24 you about your time-reporting practices prior to**

1 October 2nd, 2019?

2 A. I do not recall.

**3 Q. Okay. So it's possible that he may have
4 spoken to you about that previously?**

5 MR. CHURCHILL: Objection.

6 A. Potentially, if -- potentially -- sorry --
7 yes, if I can't recall.

**8 Q. Okay. So here Mr. Garland is admonishing
9 you to be accurate with your time-keeping practices,
10 is he not?**

11 A. Based on the statement he has in the email,
12 that would be correct.

**13 Q. Okay. And did you heed that -- that
14 warning that he's giving you about -- about accurate
15 time-keeping?**

16 A. I could not -- well, can you repeat the
17 question, I guess.

**18 Q. Sure. So let me ask a different question.
19 Here Mr. Garland is asking you to, please, reflect
20 accurately your time on and off each project going
21 forward. Did you do that going forward?**

22 A. To the best of my ability, I included time
23 on my timesheet that was worked.

24 Q. Okay. But here Mr. Garland is specifically

**1 asking you to accurately report your time on and
2 time off, not all time worked but, specifically time
3 on and time off each project, right?**

4 A. That is correct.

**5 Q. And so my question is: Going forward, did
6 you accurately report your time on and off each
7 project?**

8 MR. CHURCHILL: Objection.

9 A. Yes, to the best of my ability --

10 Q. Okay.

11 A. -- that I recall.

12 MR. STEINBERG: Let's mark this as 25.

13 (Document marked as Exhibit 25
14 for identification)

15 THE WITNESS: Thank you.

16 BY MR. STEINBERG:

**17 Q. So you have in front of you Exhibit 25. Do
18 you recognize it?**

19 A. It appears to be a timesheet I submitted to
20 UTS between December and January of 2018 to 2020.

**21 Q. Okay. And so I want to look at the date of
22 December 30th, 2019. Do you see that?**

23 A. Yes, I do.

24 Q. Okay. Now, you report going to Tea Party

1 Drive in Uxbridge, arriving at 7:00 a.m., correct?

2 A. That would appear correct on my timesheet.

3 Q. No reported lunch?

4 A. That would be correct according to my
5 timesheet.

**6 Q. Okay. Do you have any different
7 recollection from your timesheet?**

8 A. I do not recall the specifics.

**9 Q. Okay. And so that would be eight hours on
10 the job, right?**

11 A. Based on the timesheet, that is the correct
12 calculation.

13 Q. Okay. Because you left at 3:00 p.m.?

14 A. That is what the timesheet indicates; so,
15 that statement is correct.

**16 Q. Okay. So I'm going to take a look at your
17 field report for that day. This will be Exhibit 26.**

18 (Document marked as Exhibit 26
19 for identification)

20 THE WITNESS: Thank you.

21 THE REPORTER: Uh-huh.

22 BY MR. STEINBERG:

**23 Q. So if you could turn to the second page of
24 the exhibit, do you see that there?**

1 A. I do see that.
2 **Q. Okay. And this is your -- these are your**
3 **field notes from December 30th, 2019, right?**
4 A. That appears to be correct.
5 **Q. Okay. And you state that you left the job**
6 **site at 11:00 a.m.**
7 A. That appears to be what I indicated on the
8 report.
9 **Q. All right. So your timesheet says that you**
10 **left the job at 3:00 p.m., doesn't it?**
11 A. That statement is correct.
12 **Q. Okay. Can you explain the difference**
13 **between the departure time reported on your time**
14 **sheet and the departure time indicated in your field**
15 **report -- or excuse me -- your field notes?**
16 A. That I could not recall as to why there was
17 a difference.
18 **Q. Okay. You would agree there's a four-hour**
19 **discrepancy there?**
20 A. Correct.
21 **Q. Okay. Did you generate a field report for**
22 **that site visit?**
23 A. Based on the note and just kind of looking
24 at this document, it appears that I did. They

1 indicate that I prepared a report.
2 **Q. Okay.**
3 A. But I do not recall specifically that
4 report.
5 **Q. And what would you expect your field report**
6 **to say as far as hours on the site; would you expect**
7 **it to be consistent with your timesheet that you**
8 **submitted to UTS or your field report -- excuse**
9 **me -- your field -- your field notes in your log**
10 **book?**
11 A. It would be tough to recall where I would
12 pull specifically these -- what I put in the report
13 to be honest.
14 **Q. Okay. But earlier you testified that**
15 **generally the information that you included in your**
16 **field reports would come from, among other places,**
17 **your handwritten field notes, correct?**
18 A. Correct. One place would be my report and
19 my notes in my log book, as well as, like you said,
20 the other aspects that I would record.
21 **Q. Okay.**
22 MR. STEINBERG: Let's mark this as -- I
23 guess we're at -- what is it, 26, 27?
24 THE REPORTER: 27.

1 MR. STEINBERG: 27. Okay.
2 (Document marked as Exhibit 27
3 for identification)
4 THE WITNESS: Thank you.
5 THE REPORTER: You're welcome.
6 BY MR. STEINBERG:
7 **Q. So I'm handing you what's been marked as**
8 **Exhibit 27. It's Bates labeled at the bottom 632,**
9 **which means that it's a document that UTS produced**
10 **in this litigation. Okay. Do you recognize it?**
11 A. It appears to be the field report dated
12 12/30/2019.
13 **Q. Okay. And this would be for the Tea Party**
14 **Drive project in Uxbridge that we were just**
15 **discussing moments ago, correct?**
16 A. That appears to be correct.
17 **Q. All right. And you state at the bottom**
18 **there that your time on the site was four hours,**
19 **correct?**
20 A. That appears to be correct, yes.
21 **Q. So just to make sure I understand, your**
22 **field report and your field notes both indicate that**
23 **you were on the project site for four hours, is that**
24 **right?**

1 A. That would appear correct.
2 **Q. And your timesheet states that you worked**
3 **on the job site for eight hours.**
4 A. That would also appear correct.
5 **Q. Okay. So which, as you sit here today, is**
6 **the accurate reporting, the field report that you**
7 **generated for UTS and the field notes that are in**
8 **your handwriting or the timesheet that you submitted**
9 **to the company?**
10 A. It would appear -- if I were to recall my
11 general practice, it appears that the field notes,
12 as well as this report would be the accurate time
13 that I was on site.
14 **Q. Okay. I just have a few more questions for**
15 **you, I promise.**
16 **I want to begin with the end of your**
17 **employment. So was your departure from UTS**
18 **voluntary or involuntary?**
19 A. Voluntary.
20 **Q. Okay.**
21 MR. STEINBERG: Mark this as 28.
22 (Document marked as Exhibit 28
23 for identification)
24 THE WITNESS: Thank you.

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1 THE REPORTER: Uh-huh.
2 BY MR. STEINBERG:
3 **Q. Now, take a quick look at 28 and tell me if**
4 **it looks familiar to you.**
5 A. It does look familiar.
6 **Q. Okay. And what is it?**
7 A. It would appear to be my letter of
8 resignation that I provided to UTS.
9 **Q. Okay. Now, on the next page, there's an**
10 **email from your personal Gmail account -- strike**
11 **that -- printed from your personal Gmail account, is**
12 **that right?**
13 A. That appears to be correct.
14 **Q. Okay. And the email is dated**
15 **February 12th, 2021, is that right?**
16 A. That is correct.
17 **Q. Okay. And here you appear to write an**
18 **email attaching your resignation letter to Bryan and**
19 **Steve, right?**
20 A. That is correct.
21 **Q. Okay. You say, "Hello Bryan and Steve,**
22 **Please see my attached letter of resignation. Let**
23 **me know when you would like me to return my sand**
24 **cone equipment and work laptop to the office." Did**

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1 **I read that correctly?**
2 A. You did read -- read that correctly.
3 **Q. All right. And going back to the first**
4 **page of the document, you state that you had found**
5 **a, quote, new opportunity, end quote, that, quote,**
6 **affords me an accelerated career path with enormous**
7 **professional growth, end quote, is that right?**
8 A. That is correct.
9 **Q. Okay. And you say that your last day of**
10 **work would be February 19th, 2021.**
11 A. That also appears correct.
12 **Q. And is that consistent with your**
13 **recollection of when your last day of work was?**
14 A. I would recall that was most likely the --
15 the date that was my last day of work if I remember
16 correctly.
17 **Q. Okay. And why did you leave UTS?**
18 A. As the resignation letter suggests, I found
19 another career opportunity that afforded me an
20 accelerated career path with enormous professional
21 growth.
22 **Q. Okay. Were you dissatisfied in any way**
23 **with your position at UTS?**
24 A. I -- yes.

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1 **Q. In what way were you dissatisfied?**
2 A. As the resignation letter suggests, I did
3 not feel like I was moving upwards in my career path
4 or professional experience.
5 **Q. Okay. Am I correct that your resignation**
6 **had nothing to do with any concerns related to --**
7 **strike that.**
8 **Was the amount which you were being**
9 **compensated a motivation for you to leave UTS?**
10 A. Can you repeat that question one more time.
11 **Q. Yeah. Was the amount that you were being**
12 **compensated by UTS a reason for wanting to leave**
13 **it?**
14 A. Meaning?
15 **Q. I'll ask a simpler question. Were you**
16 **unhappy with how much you were being paid at UTS?**
17 A. I was not unhappy as -- but as anyone would
18 want, they would want to be paid more for their
19 time, if that answers your question.
20 **Q. Okay. And what about expense**
21 **reimbursements; did UTS's policies or practice**
22 **related to expense reimbursements have anything to**
23 **do with your decision to leave?**
24 A. No.

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1 **Q. Okay. And you -- you testified earlier**
2 **that you had a sort of exit interview with Bryan**
3 **Crabtree, is that right?**
4 A. From what I vaguely remember, I believe
5 that was the case, yes.
6 **Q. And do you recall if that was cordial?**
7 A. To my recollection, we left cordially, yes.
8 **Q. You left UTS on good terms?**
9 A. Yup. To my -- to my impression, yes.
10 **Q. Okay. So I want to ask you about one more**
11 **sort of topic, and then I will be -- we'll be done.**
12 **You've brought claims not only -- you've**
13 **brought not only an individual claim but, also, you**
14 **seek to represent a class of people, correct?**
15 A. That is correct.
16 **Q. Right. So are you aware of any current or**
17 **former employees who you believe supports your**
18 **claims?**
19 A. Can you rephrase that question, please, or
20 just reask it. I'm sorry.
21 **Q. Yes. Are you aware of any current or**
22 **former UTS employees who support your expense**
23 **reimbursement claims brought in this lawsuit?**
24 A. Since I have not discussed this case with

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1 any other UTS employee, I'm not sure if I do know;
2 so the answer would probably be no, to understand if
3 they were dissatisfied or not.
4 **Q. Okay. Are you aware of any current or**
5 **former employees of UTS who you think disagree with**
6 **the claims you're bringing?**
7 A. Since I have not discussed this with any
8 other employees, I would say no.
9 **Q. Okay. Are you -- can you identify any**
10 **current or former field employees of UTS who have**
11 **incurred transportation expenses, work-related**
12 **transportation expenses in excess of what UTS**
13 **reimbursed them?**
14 MR. CHURCHILL: Objection.
15 A. I'm not sure if I follow the question. I'm
16 sorry.
17 **Q. Sure. So do you recall earlier we went**
18 **through a series of months during your employment in**
19 **which we looked at your car-related expenses, right,**
20 **and compared them to your mileage reimbursements**
21 **from UTS? Do you remember that?**
22 MR. CHURCHILL: Objection.
23 A. I do recall that exercise.
24 **Q. Okay. So are you aware of any current or**

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1 **former UTS field employees for whom that exercise**
2 **would result in the conclusion that they were not**
3 **reimbursed enough to cover their work-related**
4 **transportation expenses?**
5 MR. CHURCHILL: Objection.
6 A. I do not think I have the information to
7 answer that question.
8 **Q. Okay. So you don't know?**
9 A. Correct.
10 **Q. All right. I just want to close the loop**
11 **on a couple of questions I asked you earlier about**
12 **your communications with William Crabtree and Steven**
13 **Crabtree. Do you remember that?**
14 A. Yes.
15 **Q. Okay. Have you ever spoken with Steve**
16 **Crabtree about any topic related to your wages at**
17 **UTS?**
18 A. Not that I specifically recall, no.
19 **Q. Okay. Your hours worked?**
20 A. I do not recall having conversations about
21 that either.
22 **Q. Any discussions about UTS's expense**
23 **reimbursement policies?**
24 A. No.

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1 Q. Okay. Do you have any understanding of
2 what, if any, role Steve Crabtree has in connection
3 with setting those policies?
4 A. Can you repeat that just one more time so I
5 can --
6 Q. Yeah. What, if any -- did you have any
7 understanding of what, if any, role Steve Crabtree
8 has in setting UTS's reimbursement policies?
9 A. No, I do not know his role in those -- in
10 those policies, but understanding that he is a --
11 plays as an owner or a co-owner, I would assume he
12 plays a role in that -- in that process.
13 Q. Okay. So, apart from your assumptions, you
14 don't have any knowledge?
15 A. That is correct.
16 Q. Okay. And what about Steve Crabtree's role
17 in setting the company's, you know, wage-related
18 policies?
19 A. Again, no clear confirmation of fact but,
20 again, just assuming since he is a -- plays as a
21 owner role he would have say in those -- those
22 matters.
23 Q. Okay. So, apart from your assumption, you
24 don't have any knowledge?

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1 A. That is correct.
2 Q. All right. Same questions for Bill
3 Crabtree.
4 A. Same answers for both of those questions --
5 Q. All right.
6 A. -- if that satisfies the question.
7 Q. Okay. And do you have any knowledge
8 regarding the job duties of either of those two
9 gentlemen?
10 A. My understanding of their job
11 responsibilities for facts revolve around client
12 management relationships to my extent of my
13 knowledge of their involvement amongst, probably
14 other things, but not -- not factually understood.
15 Q. Okay. I have one more question for you,
16 and it, again, goes back to something from way
17 earlier that we talked about. Remember when we were
18 discussing your residential addresses?
19 A. I do recall that, yes.
20 Q. And we discussed your transition from
21 Orange, Massachusetts to Salisbury, right?
22 A. Yes. I do recall that.
23 Q. Okay. And you testified, am I correct,
24 that you notified UTS about your change in address

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1 from Orange, Mass. to Salisbury, Mass.?
 2 A. That is what I recall occurred, yes.
 3 Q. Do you remember who you notified?
 4 A. If I recall, I'm not completely sure, but
 5 I'm pretty sure I used the UTS email that was
 6 provided to me to notify the office admin. Whether
 7 that was Mary or -- Joanne Hyde, I believe, was my
 8 understanding of the HR representative who would
 9 handle addresses and such sensitive information.
 10 Q. Okay. And you don't remember -- do you
 11 remember when that was?
 12 A. No. I would -- I would -- I would push
 13 that to the email that was sent for an exact.
 14 Q. So it was by email?
 15 A. Yes. It was -- if I recall correctly, it
 16 was -- it was via email --
 17 Q. Okay.
 18 A. -- to have a record.
 19 Q. Okay. So I think I'm done.
 20 If I could just have a few minutes to look
 21 over my notes and make sure I didn't miss anything.
 22 I think I'm done.
 23 I know it's a little late but we also did
 24 get a late start; so, I'm not really in as much

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1 trouble as I might normally be at this time.
 2 Is that okay? Can we just break for five
 3 minutes?
 4 MR. CHURCHILL: Yup.
 5 MR. STEINBERG: All right.
 6 (Recess, 7:15 p.m. - 7:21 p.m.)
 7 MR. STEINBERG: You'll be pleased to know I
 8 have nothing more to ask you.
 9 MR. CHURCHILL: I have no more questions.
 10 (Whereupon the deposition
 11 concluded at 7:21 p.m.)
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1 ERRATA SHEET DISTRIBUTION INFORMATION
 2 DEPONENT'S ERRATA & SIGNATURE INSTRUCTIONS
 3
 4 ERRATA SHEET DISTRIBUTION INFORMATION
 5 The original of the Errata Sheet has been
 6 delivered to Stephen Churchill, Esquire.
 7 When the Errata Sheet has been completed by
 8 the deponent and signed, a copy thereof should be
 9 delivered to each party of record and the ORIGINAL
 10 forwarded to Michael E. Steinberg, Esquire, to whom
 11 the original deposition transcript was delivered.
 12
 13 INSTRUCTIONS TO DEPONENT
 14 After reading this volume of your deposition,
 15 please indicate any corrections or changes to your
 16 testimony and the reasons therefor on the Errata
 17 Sheet supplied to you and sign it. DO NOT make marks
 18 or notations on the transcript volume itself. Add
 19 additional sheets if necessary. Please refer to the
 20 above instructions for errata sheet distribution
 21 information.
 22
 23
 24

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1 PLEASE ATTACH TO THE DEPOSITION OF ANDREW J.
 2 JEFFERSON
 3 CASE: Andrew Jefferson v. UTS of Mass., Inc., et al.
 4 DATE TAKEN: Wednesday, June 8, 2022
 5 ERRATA SHEET
 6 Please refer to Page 319 for errata sheet
 7 instructions and distribution instructions.
 8 PAGE LINE CHANGE REASON
 9 _____
 10 _____
 11 _____
 12 _____
 13 _____
 14 _____
 15 I have read the foregoing transcript
 16 of my deposition and except for any corrections or
 17 changes noted above, I hereby subscribe to the
 18 transcript as an accurate record of the statements
 19 made by me.
 20 Executed this ____ day of
 21 _____, 2022.
 22
 23 _____
 24 ANDREW J. JEFFERSON


1 COMMONWEALTH OF MASSACHUSETTS)
2 SUFFOLK, SS.)
3 I, Valerie Rae Johnston, Shorthand Reporter and
4 Notary Public in and for the Commonwealth of
5 Massachusetts, do hereby certify that there came
6 before me on the 8th day of June 2022, at 10:40 a.m.,
7 the person hereinbefore named, who was by me duly
8 sworn to testify to the truth and nothing but the
9 truth of his knowledge touching and concerning the
10 matters in controversy in the cause; that he was
11 thereupon examined upon his oath, and his examination
12 reduced to typewriting under my direction; and that
13 the deposition is a true record of the testimony
14 given by the witness.
15 I further certify that I am neither attorney or
16 counsel for, nor related to or employed by, any
17 attorney or counsel employed by the parties hereto or
18 financially interested in the action.
19 In witness whereof, I have hereunto set my hand
20 and affixed my notarial seal this ____ day of June
21 2022. 
22 _____
23 Notary Public
24 My commission expires: 8/5/22

EXHIBIT 7

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COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX, ss. SUPERIOR COURT DEPARTMENT
CA NO. 2181-cv-00680

ANDREW JEFFERSON, ON BEHALF OF
HIMSELF AND ALL OTHER EMPLOYEES
SIMILARLY SITUATED,

Plaintiff,

vs.

UTS OF MASS, INC.,
WILLIAM P. CRABTREE, AND
STEVEN T. CRABTREE,

Defendants.

REMOTE DEPOSITION of
LENNON CRABTREE
Wednesday, April 13, 2022
2:00 p.m.

Kimberley J. Bouzan, CSR
VERITEXT

Page 2	1 REMOTE APPEARANCES: 2 3 FAIR WORK, P.C. 4 Stephen Churchill, Esquire 5 192 South Street, Suite 450 6 Boston, Massachusetts 02111 7 617-607-3260 8 steve@fairworklaw.com 9 On behalf of the Plaintiff 10 11 STEFFANS LEGAL PLLC 12 Benjamin Knox Steffans, Esquire 13 7 North Street, Suite 307 14 Pittsfield, Massachusetts 01201 15 413-418-4176 16 bsteffans@steffanslegal.com 17 On behalf of the Plaintiff 18 19 20 21 22 23 24	Page 4
Page 3	1 SEYFARTH SHAW LLP 2 Anthony Califano, Esquire 3 Two Seaport Lane 4 Boston, MA 02210-2028 5 617-946-4800 6 acalifano@seyfarth.com 7 On behalf of the Defendants 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24	Page 5

I N D E X

Witness	Page
LENNON CRABTREE	
Examination by Mr. Churchill	5
Examination by Mr. Califano	35

E X H I B I T S

(None marked)

P R O C E E D I N G S

LENNON CRABTREE,

 first having been satisfactorily
identified by the production of his driver's
license and duly sworn by the Notary Public,
testified under oath as follows:

E X A M I N A T I O N

BY MR. CHURCHILL:

 Q. Good afternoon, Mr. Crabtree. I'm
Steve Churchill. I represent the Plaintiff in
this matter.

 Can you state your full name, please?

 A. Lennon William Crabtree.

 Q. Thank you.

 MR. CHURCHILL: Anthony, do you want to
put the same stipulations on the record?

 MR. CALIFANO: That would be great.
Thank you.

 All objections as to form reserved until
the time of trial and motions to strike. If
that's okay.

 MR. CHURCHILL: Sounds good.

BY MR. CHURCHILL:

 Q. Mr. Crabtree, have you been deposed

Page 6

1 before?
2 A. No, I haven't.
3 Q. Just to go over a few ground rules that
4 I'm sure you've heard, but it's always a good
5 idea to repeat them at the beginning. If I ask
6 you a question that you don't understand or can't
7 hear, then you should ask me to repeat or for
8 clarification. Okay?
9 A. Yes.
10 Q. It's important, because a transcript is
11 being made of the proceeding, that any responses
12 be verbal as opposed to nods or gestures because
13 that's not accurately reflected in the
14 transcript. Okay?
15 A. Okay.
16 Q. For the same reason, because there's a
17 transcript being made, as you can imagine, it's
18 difficult for the court reporter to capture when
19 two people are speaking at the same time.
20 So I'll try to wait until you're done
21 with your answer before I ask my next question
22 and, likewise, I'd ask that you do your best to
23 wait until I'm done with my question until you
24 answer it, both so you know what the question is,

Page 7

1 and also it gives your attorney a chance to
2 object if he chooses to object.
3 A. Okay.
4 MR. CALIFANO: I apologize for
5 interrupting. Can I have 30 seconds to grab a
6 pen?
7 MR. CHURCHILL: No problem.
8 (Pause.)
9 BY MR. CHURCHILL:
10 Q. And the final point, apropos of what just
11 happened with Anthony, if you need to take a
12 break for any reason, that's fine. If you need
13 to go to the bathroom, take a call, talk to your
14 attorney, that's all fine.
15 We just follow the rule that if there's a
16 question pending, you go and answer that first
17 and then we'll take the break.
18 A. Okay.
19 Q. All right. What is your residential
20 address?
21 A. It's 8 Summerfield Lane, Easton,
22 Massachusetts.
23 Q. And what is your business address?
24 A. Business is 5 Richardson Lane, Stoneham,

Page 8

1 Massachusetts.
2 Q. What's your date of birth?
3 A. November 22, 1973.
4 Q. What's your educational history starting
5 with high school?
6 A. So I went to St. John's Prep in Danvers.
7 Then I attended a couple of years of school out
8 in Syracuse at Syracuse University. I finished
9 up my college at UMass Lowell, graduated in 2000
10 with a civil engineering degree.
11 Q. And you currently work for UTS; is that
12 right?
13 A. That's correct.
14 Q. And you're the son of William Crabtree?
15 A. Correct.
16 Q. What is your current position at UTS?
17 A. So my title is the director of technical
18 services and also the lab manager, I would say.
19 Q. When did you first start working
20 full-time for UTS?
21 A. I want to say 1986, I believe.
22 Q. And have you been working full-time for
23 UTS from 1986 until the present?
24 A. No. I started part-time, working summers

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1 through high school and through college, and then
2 when I was done with college, I was on full-time.
3 Q. So from 2000 until the present you've
4 been working full-time for UTS?
5 A. Probably a little bit before 2000 because
6 I was -- I attended UMass Lowell at night. So it
7 may have been 1999. It may have been 1998 that I
8 started full-time. I'm not 100 percent sure of
9 the date.
10 Q. When you started full-time, what was your
11 initial position at UTS?
12 A. I would say I was a lab technician and a
13 field technician.
14 Q. And what is the difference between those
15 two positions?
16 A. So lab technician, you worked up at the
17 office in the laboratory testing concrete and
18 soil samples that were in the lab versus a field
19 technician was out in the field making the
20 samples and doing field testing and inspections
21 rather than at the lab doing the testing.
22 Q. And how long did you work as a field
23 technician?
24 A. So I am currently still working as a

Page 10

1 field technician with all my other duties. I
2 still am in the field probably half the time.
3 Q. Okay. And do you get reimbursed for
4 the -- for your mileage?
5 A. No, I do not.
6 Q. Okay. Is that because you made the
7 choice not to request reimbursement?
8 A. They've given me a company vehicle --
9 Q. I see.
10 A. -- so that I don't need gas. They pay
11 for the gas for the vehicle.
12 Q. When did you first start using the
13 company vehicle?
14 A. I believe 2016.
15 Q. Okay. Prior to 2016, did you get
16 reimbursed for your mileage?
17 A. Yes, I did.
18 Q. And what was the rate at which you got
19 reimbursed when you last were reimbursed?
20 A. The 35 cents a mile.
21 Q. And were you ever reimbursed at a rate
22 other than 35 cents a mile?
23 A. Not to my knowledge. It's whatever we
24 had on the chart and -- our mileage chart, and I

Page 11

1 believe it's 35 cents.
2 Q. Was it 35 cents going back to at least
3 2010?
4 A. I believe.
5 Q. What are your current duties?
6 A. As the director of technical services I'm
7 in charge of the lab and the lab licenses, most
8 of the equipment in the lab, the lab employees.
9 It's mostly the equipment and just managing that.
10 Q. Do you currently supervise any field
11 technicians?
12 MR. CALIFANO: Object to form. You can
13 answer.
14 A. Supervise? Could you repeat the
15 question? Supervise field technicians or --
16 BY MR. CHURCHILL:
17 Q. Sure. Do you currently supervise field
18 technicians in any way?
19 MR. CALIFANO: Objection. You can
20 answer if you understand.
21 A. Supervise, I would say no.
22 BY MR. CHURCHILL:
23 Q. Okay. Have you ever supervised field
24 technicians?

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1 MR. CALIFANO: Objection. You can
2 answer.
3 A. Can you clarify what you mean by
4 "supervise"?
5 BY MR. CHURCHILL:
6 Q. Sure. Let's try it this way. Let me
7 share my screen. Can you see the organizational
8 chart up there?
9 A. Yes.
10 Q. So this is an organizational chart for
11 September 2021. Have you seen this document
12 before?
13 A. I have.
14 Q. So your name -- there's only one
15 Lennon Crabtree; right?
16 A. Correct.
17 Q. So your name appears here in a couple
18 different places. First, over here on the left
19 it says Lennon Crabtree,
20 precast/masonry/fireproofing. Do you know what
21 this refers to in terms of duties that you
22 perform?
23 A. So that's more of a title rather than a
24 position. This is a flowchart that's required by

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1 the state of Massachusetts. And being a small
2 company, we wear many hats and have many
3 different titles and duties. And just as being a
4 lab manager, I think my name just kind of got
5 thrown into those positions because of lack of
6 multiple managers.
7 As the technical director, I believe I
8 have the licenses. So that's where I ended up on
9 that flowchart.
10 Q. Okay. And do you know why these org
11 charts are required by the Commonwealth?
12 A. I'm not sure why they're required.
13 Q. So it sounds like regardless of what's on
14 the org chart, your principal duty currently is
15 as lab manager. Is that fair to say? I'm sorry.
16 Director of technical services.
17 A. Yes. Director of technical services.
18 Q. Sorry about that.
19 How long has that been the case?
20 A. Probably six years, seven years.
21 Q. Okay. Do you report to anybody?
22 A. Are you asking that right now or in the
23 past?
24 Q. I'm asking for now. I'm asking right

Page 14

1 now, yes.
2 A. Right now I wouldn't say I actually
3 report to anyone, but I am reporting to, I would
4 guess, Bill and Steve.
5 Q. How would you describe -- putting aside
6 titles, how would you describe the respective
7 roles that you and your cousin play in terms of
8 the company? So you and Bryan, in terms of your
9 respective roles right now, how would you
10 describe them?
11 A. So Bryan is more of an operations manager
12 at the office, whereas I am in the field and in
13 the lab doing technical duties rather than
14 business day-to-day operations.
15 Q. Have you been involved to any degree in
16 any operational type of issues?
17 MR. CALIFANO: Object to form. You can
18 answer.
19 A. I have been involved as of recently.
20 Like I said, Bryan handles more of the day-to-day
21 stuff. I have been asked my opinion on things
22 and I've given input on to certain decisions.
23 BY MR. CHURCHILL:
24 Q. Okay. And when did that start happening?

Page 15

1 A. I would say within the past couple of
2 years.
3 Q. Okay. Is it fair to say, as a general
4 matter, that you and Bryan are kind of stepping
5 more into the role of running the company as your
6 dad and Steven Crabtree move towards retirement?
7 A. Yes. That's correct.
8 Q. Okay. Let me show you another document.
9 This is a 38-page document.
10 MR. CALIFANO: Steve, did you want to
11 mark that organizational flowchart or no?
12 MR. CHURCHILL: Thanks for asking. We're
13 going to use the same markings that we had for
14 last time.
15 MR. CALIFANO: Got it.
16 MR. CHURCHILL: I don't think I'll have
17 any additional exhibits, but if I do, I'll pick
18 up from 22, which is where we ended with Bryan.
19 MR. CALIFANO: Okay. Perfect.
20 BY MR. CHURCHILL:
21 Q. Showing you now what was marked as
22 Exhibit 2, this is a 38-page document beginning
23 with UTS126. It's titled "Quality Systems
24 Manual." Do you recognize this document?

Page 16

1 A. I do.
2 Q. And I was assuming you would say that
3 because it says it was prepared by you as of, at
4 least this version, December 16, 2020. Do you
5 see that?
6 A. Yes.
7 Q. What's the purpose of this manual?
8 A. This is another requirement. To have a
9 licensed concrete lab, you have to have a QA
10 system in place for your concrete lab. Concrete
11 and aggregate lab.
12 Q. Okay. And this here says "Revision
13 Seven." Do you see that?
14 A. Yes.
15 Q. Did you also prepare prior revisions of
16 the manual?
17 A. Yes, I did.
18 Q. When did you first start preparing these
19 manuals approximately?
20 A. I would say probably around 2000, but
21 that's a guess.
22 Q. Understood. I understand it's an
23 estimate.
24 Let me show you what was marked as

Page 17

1 Exhibit 3, which is a one-page document entitled
2 "UTS Safety Policy and Procedures." Do you
3 recognize this document?
4 A. I have seen a UTS Safety Policy. I'm not
5 sure I recognize that exact policy but, yes, I
6 have seen that policy.
7 Q. Okay. In the section where it says
8 "Safety Checks," it reads:
9 "A UTS representative will make on-site
10 safety checks on each employee without prior
11 notice multiple times a year."
12 Do you see that?
13 A. I do.
14 Q. And does that happen?
15 A. Yes.
16 Q. Showing you what has been marked as
17 Exhibit 4, which is an 11-page document entitled
18 "Employment Policies and Procedures," dated
19 January 15, 2018, have you seen this document
20 before?
21 A. Yes.
22 Q. And is this document updated from time to
23 time?
24 A. Yes, it is.

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1 Q. And have you had any involvement in the
2 process of reviewing or updating these employment
3 policies and procedures?
4 A. I've had very brief involvement in the
5 past couple of years.
6 Q. When was the first time that you were
7 involved?
8 A. I would say -- a guess would be within
9 the last five years.
10 Q. When you say that you were briefly
11 involved, what issues were you involved with?
12 A. I was involved probably proofreading the
13 procedure manual and possibly some input on any
14 changes that were going to happen to the manual.
15 Q. Going back to this manual. So the
16 version that was put in place January 15, 2018,
17 who was principally responsible at UTS for
18 shepherding this policy through?
19 A. I'm not sure who would primarily be doing
20 it at this point. I believe Steve Crabtree had
21 some input. I believe probably Bryan. Probably
22 Mike Garland.
23 Q. It's fair to say, in any event, that it
24 was not your principal responsibility to review

Page 19

1 and revise these employment policies and
2 procedures. Is that fair?
3 A. That's correct.
4 Q. And that remains true up until today?
5 A. That's correct.
6 Q. Okay. Has your involvement with -- even
7 if it's limited -- with reviewing any changes to
8 the policies and procedures changed in any way
9 over the past? I think you said five years is
10 how long you've been involved. So during that
11 five-year period has your level of involvement
12 increased, decreased, or stayed the same?
13 A. I would say it has stayed the same or
14 possibly increased a little bit.
15 Q. Okay. Showing you a document which was
16 marked as Exhibit 9, do you recognize -- not this
17 specific document with the data in it but the
18 form of the document?
19 A. Yes, I do.
20 Q. And what is it?
21 A. It looks like Andrew Jefferson's
22 timecard.
23 Q. And do all field employees complete
24 timecards similar to this?

Page 20

1 A. Yes. All employees do a timecard, not
2 necessarily on a computer as Jefferson has done
3 there, but a timecard is passed in weekly by each
4 field employee.
5 Q. And does it contain the same categories
6 of information as shown on this timecard?
7 A. Yes.
8 Q. And in the course of your work, is it one
9 of your responsibilities to review timecards?
10 A. I do not review any timecards.
11 Q. During the time that Mr. Jefferson worked
12 at UTS, did you ever meet him?
13 A. Yes, I have.
14 Q. And during the time he was employed
15 there, did you ever have any discussions with
16 others at UTS about Mr. Jefferson?
17 A. Can you clarify what you mean by have
18 discussions?
19 Q. Sure. Did you ever discuss any issues
20 that the company was having with Mr. Jefferson
21 with anybody else at UTS?
22 A. I don't believe I ever had a discussion
23 about Mr. Jefferson.
24 Q. Do you have any regular meetings that you

Page 21

1 attend? Like meetings on a weekly basis or a
2 monthly basis? Anything along those lines?
3 MR. CALIFANO: Object to form. You can
4 answer.
5 A. Are you speaking currently have meetings?
6 BY MR. CHURCHILL:
7 Q. Yes. We'll start with currently.
8 A. Yes. We have a meeting every once in a
9 while with employees.
10 Q. Like an all-staff meeting?
11 A. Yes. Typically a field staff meeting
12 once in a while.
13 Q. Do you attend any regular manager
14 meetings?
15 A. I would say we do not have formal manager
16 meetings, but I do meet with the other managers.
17 Q. Just on an ad hoc or as-needed basis?
18 A. Correct.
19 Q. Do you have meetings with Bryan from time
20 to time?
21 A. As I said, nothing really formal, but
22 yes, I do meet with Bryan.
23 Q. And how often? With what frequency do
24 you and Bryan communicate approximately? Like at

Page 22

1 least once a day? Multiple times a day? How
2 would you describe it?
3 A. I would say at least a couple of times a
4 week. I wouldn't say I speak to him every day.
5 Q. All right. Showing you what was marked
6 as Exhibit 10, do you recognize this as a field
7 report?
8 A. Yes, I do.
9 Q. And is this a standard submission that
10 field employees are expected to turn in in the
11 course of their day-to-day work?
12 A. Yes.
13 Q. In your job, do you have any
14 responsibility for reviewing field reports?
15 A. I typically do not review field reports.
16 I have reviewed field reports if someone is on
17 vacation or someone is out at a meeting. I may
18 have to review a report but, typically, no.
19 That's not part of my job.
20 Q. Okay. What documents do -- what kind of
21 documents or categories of documents do you
22 review on a regular basis in the course of your
23 job?
24 A. So the majority of my work is firestop

Page 23

1 inspection. So I'm reviewing submittals about --
2 pertaining to fire stop. Also, if I'm in the
3 field, I do look at soil specifications and job
4 specifications.
5 Q. Going back to Exhibit 4, which is the
6 employment policies and procedures for
7 January 15, 2018, if we go down to the bottom of
8 page 6, under where it says "Expenses, Travel,"
9 it says:
10 "UTS will reimburse its field inspectors
11 for travel mileage at the rate of 35 cents per
12 mile."
13 Do you see that?
14 A. Yes, I do.
15 Q. Have you ever had any involvement in the
16 decision of what the reimbursement rate is going
17 to be?
18 A. Can you clarify when? What time period
19 you're asking?
20 Q. Yes. So that's exactly my question. The
21 first question is have you ever been involved in
22 any decision regarding the amount of the
23 reimbursement rate? That's the first question.
24 A. To answer that question, yes.

Page 24

1 Q. And when is the first time that you were
2 involved in that decision?
3 A. Recently when we raised the rate.
4 Q. So I'll represent to you -- and you can
5 tell me if you have a different understanding of
6 the facts, but Bryan testified that in or around
7 August of 2021, the rate was increased from
8 35 cents to 48 cents. Do you recall that?
9 A. I don't recall the exact date, but I do
10 recall that the amount was raised.
11 Q. And do you recall that was at some point
12 during 2021?
13 A. That sounds correct.
14 Q. And were you involved in that decision?
15 A. Can you clarify "involved"?
16 Q. Yes. Did you participate in any
17 discussion about the decision to raise the rate
18 from 35 cents to 48 cents at that time?
19 A. Yes, I was.
20 Q. And is that the first time you were
21 involved in any decisions around the
22 reimbursement rate?
23 A. Could you repeat that one?
24 Q. Sure. Is that the first time that you

Page 25

1 were involved in any decisions around the amount
2 of the reimbursement rate?
3 A. I would say probably not.
4 Q. And why do you say "probably not"?
5 A. Because we have discussed the rate
6 probably before that time. So I was involved in
7 discussion.
8 Q. So let me show you what was marked as
9 Exhibit 7. This is the employment policies and
10 procedures. The version that was dated
11 March 15, 2021. Do you see that?
12 A. Yes.
13 Q. And if we go to page 6, here it says:
14 "UTS will reimburse its field inspectors
15 for travel mileage at the rate of 35 cents per
16 mile."
17 Do you see that?
18 A. I do.
19 Q. So that's the same rate it had been for
20 prior years. Correct?
21 A. Correct.
22 Q. Were you involved in the decision, in
23 March of 2021, to keep the rate at 35 cents per
24 mile?

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1 A. I believe I was involved in the
2 discussion.
3 Q. Okay. What about the year prior? So if
4 we look at what was marked as Exhibit 6, this is
5 from January 20, 2020. And, again, the
6 reimbursement rate per this version was 35 cents
7 per mile. Were you involved in the decision at
8 that time to keep the rate at 35 cents?
9 A. I believe I was involved in the
10 discussion.
11 Q. Okay. And then showing you what is --
12 what's been marked as Exhibit 5, these are the
13 employment policies and procedures dated
14 January 21, 2019. And the rate here was also
15 35 cents per mile. Do you see that?
16 A. I do.
17 Q. Were you involved in the decision to keep
18 the rate at 35 cents per mile at that time?
19 A. I may have been involved. I do not
20 recall.
21 Q. So it sounds like, from your testimony,
22 it was somewhere around 2019/2020 that you first
23 started getting involved in discussions around
24 that reimbursement rate. Is that fair to say?

Page 27

1 A. I believe I was involved in discussions,
2 yes.
3 Q. At the time when you first started
4 getting involved, who else was involved in those
5 discussions? Discussions about what the
6 reimbursement rate would be.
7 A. I believe it would have been
8 Steve Crabtree and Bryan Crabtree. Possibly
9 William.
10 Q. And of the four of you, who was
11 principally responsible for this issue?
12 MR. CALIFANO: Object to form. You can
13 answer.
14 A. You're asking at that time in 2019?
15 BY MR. CHURCHILL:
16 Q. 2019/2020. Right.
17 A. I believe it would have been more Steve
18 and Bryan.
19 Q. Okay. And on the occasions when you had
20 been involved in the decision to set the
21 reimbursement rate at a certain amount, what data
22 have you considered when making that decision?
23 MR. CALIFANO: Object to form. You can
24 answer.

Page 28

1 A. Could you clarify "data"?
2 BY MR. CHURCHILL:
3 Q. Sure. Well, let me ask it this way:
4 What did you consider when determining what the
5 reimbursement rate would be?
6 A. So we would consider the price of
7 gasoline, maintenance on your vehicle, wear and
8 tear on the vehicle. I suppose inflation would
9 be factored into that discussion. I think that's
10 about it.
11 Q. And with respect to the price of gas,
12 what specific data did you look at?
13 MR. CALIFANO: Objection. You can
14 answer.
15 A. I believe we would just look at the price
16 of gasoline at the pump.
17 BY MR. CHURCHILL:
18 Q. Okay. And in terms of maintenance, what
19 specific data did you look at?
20 MR. CALIFANO: Objection. You can
21 answer.
22 A. I guess wear and tear on the vehicle as
23 far as oil changes and maintenance. That's it.
24

Page 29

1 BY MR. CHURCHILL:
2 Q. So I understand that you thought about
3 those issues. My question is: Did you look at
4 specific data about maintenance costs?
5 A. No.
6 Q. Did you look at specific data about
7 depreciation costs?
8 A. No.
9 Q. Did you look at specific data about the
10 cost of scheduled maintenance?
11 MR. CALIFANO: Object to form. You can
12 answer.
13 A. No.
14 BY MR. CHURCHILL:
15 Q. Did you look at data about the amount of
16 oil changes or tire prices?
17 A. No.
18 Q. Did you look at data about insurance
19 costs?
20 A. No.
21 Q. Did you look at data about registration
22 fees?
23 A. No.
24 Q. Did you look at the IRS reimbursement

Page 30

1 rate?
2 A. No.
3 Q. Did you consider any other third-party
4 studies of the cost of operating a vehicle?
5 A. No.
6 Q. Did you know -- were you aware that in
7 this case that UTS and the other Defendants
8 brought a counterclaim against Mr. Jefferson?
9 MR. CALIFANO: Objection. You can
10 answer.
11 A. Could you repeat the question?
12 BY MR. CHURCHILL:
13 Q. Sure. Were you aware in this case that
14 UTS and the other Defendants brought a
15 counterclaim against Mr. Jefferson?
16 A. Yes.
17 Q. And are you generally familiar with what
18 that counterclaim alleges?
19 A. Yes. I know the basics.
20 Q. What is your understanding of what those
21 basics are?
22 A. I believe the counterclaim is that
23 Mr. Jefferson misrepresented some hours on his
24 timecards and mileage on his timecards.

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1 Q. Do you have any firsthand information
2 about either of those issues?
3 A. What do you mean by "firsthand
4 information"?
5 Q. Did you ever review Mr. Jefferson's
6 timecards?
7 A. No.
8 Q. Did you ever review his mileage?
9 A. No.
10 Q. Did you ever compare what he reported as
11 his mileage to any other data source to try to
12 validate the amount of miles that he reported?
13 A. In preparing for this deposition, I know
14 I've seen a couple of his timecards. I haven't
15 personally reviewed or compared or analyzed
16 anything, but I have seen some timecards.
17 Q. During the time that Mr. Jefferson was
18 working at UTS, did you ever have any discussions
19 with anybody at UTS about either of those issues:
20 The hours he was reporting or the mileage he was
21 reporting?
22 A. I don't believe I had any real
23 discussions, but I did hear some things.
24 Q. What did you hear?

Page 32

1 A. I heard that he may have been
2 misrepresenting some travel time and some mileage
3 on his timecards.
4 Q. Okay. And you heard that while he was
5 still employed there?
6 A. Yes, I believe so.
7 Q. Who did you hear that from?
8 A. I believe Bryan.
9 Q. Okay. Do you recall anything else Bryan
10 said to you on that topic?
11 A. Nothing specific.
12 Q. Okay. Were you aware of any
13 investigation that was conducted with respect to
14 those issues?
15 MR. CALIFANO: Object to form. You can
16 answer.
17 A. No. I'm not sure about any
18 investigation.
19 BY MR. CHURCHILL:
20 Q. Do you know if any disciplinary action
21 was taken against Mr. Jefferson?
22 MR. CALIFANO: Object to form. You can
23 answer.
24 A. I believe there was a discussion with

Page 33

1 Mr. Jefferson. I do not believe I was involved.
2 I'm not sure whether it was Bryan or someone
3 else.
4 BY MR. CHURCHILL:
5 Q. Did you ever have any discussions with
6 Mr. Jefferson about anything?
7 A. Oh, yeah.
8 Q. Did you have discussions with him about
9 any employment issues?
10 MR. CALIFANO: Object to form. You can
11 answer.
12 A. So Andrew and I were kind of almost in
13 the same position. He was an EIT. I'm an EIT.
14 We would discuss work-related stuff. I never
15 heard any complaints from Mr. Jefferson.
16 BY MR. CHURCHILL:
17 Q. Other than what you just described in
18 terms of communications with Bryan, did you ever
19 hear any complaints about Mr. Jefferson?
20 A. I did hear that he did not pass his
21 reports in in a timely manner.
22 Q. Okay.
23 A. That's about it.
24 Q. Who did you hear that from?

Page 34

1 A. I believe that was from Bryan possibly.
2 Q. Any other complaints that you heard about
3 Mr. Jefferson?
4 A. No.
5 Q. Did you ever have any text message
6 communications with Mr. Jefferson?
7 A. I would say probably.
8 Q. Did you look to see if you had any
9 records of text messages with Mr. Jefferson?
10 A. I did not look, no.
11 Q. Do you have your phone set up to keep
12 text messages, or is it set up to delete them at
13 some periodic interval?
14 A. No. It keeps them.
15 Q. Okay.
16 MR. CHURCHILL: Why don't you give me --
17 one of the benefits of not being first, it tends
18 to go faster in subsequent depositions. So let
19 me take a break, look through my notes, see what
20 else I have. I may not have much, if anything.
21 Let's go until 3:00 and then we'll resume.
22 MR. CALIFANO: Sounds good.
23 (Recess taken at 2:50 p.m.)
24 (Deposition resumed at 2:59 p.m.)

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1 BY MR. CHURCHILL:
2 Q. Let me show you, Mr. Crabtree, a
3 document. This was marked as Exhibit 18, and my
4 question is whether you recognize the handwriting
5 on this page?
6 A. I don't recognize it, but I believe it
7 would probably be Mike Garland who does the --
8 reviews the timecards, but I don't specifically
9 recognize that as his handwriting.
10 Q. And same thing with page 2. Do you
11 recognize any of the handwriting on this page?
12 A. I don't recognize the handwriting
13 specific to a person, no.
14 Q. Okay.
15 MR. CHURCHILL: All right. That's all
16 the questions I have for you. I thank you for
17 your time.
18 MR. CALIFANO: I just have a couple of
19 cross questions.
20 EXAMINATION
21 BY MR. CALIFANO:
22 Q. Mr. Crabtree, do you recall testifying a
23 little while ago about your understanding that
24 there are counterclaims against Mr. Jefferson in

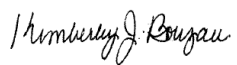
Page 36

1 this case?
2 A. Yes.
3 Q. Do you recall testifying that you
4 understand that the Defendants have brought
5 counterclaims against Mr. Jefferson in this case?
6 A. The Defendants meaning UTS?
7 Q. Well, I guess that's what I want to
8 clarify. Do you understand who the Defendants
9 are in this action?
10 A. I do not.
11 Q. Okay. Do you have an understanding as to
12 what or who brought counterclaims against
13 Mr. Jefferson?
14 A. I believe UTS.
15 Q. Do you know whether or not Steve or
16 Bill Crabtree have brought counterclaims against
17 Mr. Jefferson?
18 A. I do not know.
19 Q. A little while ago you were asked if you
20 had checked your phone to see if you had any text
21 messages with Mr. Jefferson. Do you recall that
22 testimony --
23 A. I do.
24 Q. -- you gave to Attorney Churchill?

Page 37

1 A. Yes.
2 Q. During a break did you have an
3 opportunity to look at your cell phone to see if
4 you had any text message exchanges with
5 Mr. Jefferson?
6 A. I did look and there were no text
7 messages.
8 MR. CALIFANO: That's all, Steve.
9 MR. CHURCHILL: I have no further
10 questions.
11 (Whereupon the deposition was adjourned
12 at 3:02 p.m.)
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Page 38

1 COMMONWEALTH OF MASSACHUSETTS
 2 PLYMOUTH, SS.
 3
 4 I, Kimberley J. Bouzan, Certified
 5 Shorthand Reporter and Notary Public in and for
 6 the Commonwealth of Massachusetts, do hereby
 7 certify that LENNON CRABTREE, the witness whose
 8 deposition is hereinbefore set forth, was duly
 9 sworn by me and that such deposition is a true
 10 record, to the best of my ability, of the
 11 testimony given by the witness.
 12 I further certify that I am neither
 13 related to nor employed by any of the parties in
 14 or counsel to this action, nor am I financially
 15 interested in the outcome of this action.
 16 In witness whereof, I have hereunto
 17 set my hand and seal this 27th day of April,
 18 2022.
 19
 20
 21 
 22 Notary Public
 23 My commission expires:
 24 August 11, 2028

Page 39

1 Anthony Califano, Esq.
 2 acalifano@seyfarth.com
 3 April 27, 2022.
 4 RE: Jefferson, Andrew v. UTS Of Mass, Inc., William P. Crabtree
 And Steven T. Crabtree
 5 4/13/2022, Bryan Crabtree (#5182417)
 6 The above-referenced transcript is available for
 7 review.
 8 Within the applicable timeframe, the witness should
 9 read the testimony to verify its accuracy. If there are
 10 any changes, the witness should note those with the
 11 reason, on the attached Errata Sheet.
 12 The witness should sign the Acknowledgment of
 13 Deponent and Errata and return to the deposing attorney.
 14 Copies should be sent to all counsel, and to Veritext at
 15 cs-ny@veritext.com.
 16
 17 Return completed errata within 30 days from
 18 receipt of testimony.
 19 If the witness fails to do so within the time
 20 allotted, the transcript may be used as if signed.
 21
 22 Yours,
 23 Veritext Legal Solutions
 24

Page 40

1 Jefferson, Andrew v. UTS Of Mass, Inc., William P. Crabtree And
 Steven T. Crabtree
 2 Bryan Crabtree (#5182417)
 3 E R R A T A S H E E T
 4 PAGE ___ LINE ___ CHANGE _____
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 20 _____
 21 REASON _____
 22 _____
 23 _____
 24 Bryan Crabtree Date

Page 41

1 Jefferson, Andrew v. UTS Of Mass, Inc., William P. Crabtree And
 Steven T. Crabtree
 2 Bryan Crabtree (#5182417)
 3 ACKNOWLEDGEMENT OF DEPONENT
 4 I, Bryan Crabtree, do hereby declare that I
 5 have read the foregoing transcript, I have made any
 6 corrections, additions, or changes I deemed necessary as
 7 noted above to be appended hereto, and that the same is
 8 a true, correct and complete transcript of the testimony
 9 given by me.
 10 _____
 11 _____
 12 Bryan Crabtree Date
 13 *If notary is required
 14 SUBSCRIBED AND SWORN TO BEFORE ME THIS
 15 _____ DAY OF _____, 20____.
 16 _____
 17 _____
 18 _____
 19 NOTARY PUBLIC
 20
 21
 22
 23
 24

Massachusetts Rules of Civil Procedure

Part V. Deposition and Discovery

Rule 30

(e) Submission to Witness; Changes; Signing. When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him, unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed, unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

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Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

EXHIBIT 8

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COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY SUPERIOR COURT
CASE NO. 2181-CV-00680
ANDREW JEFFERSON, On Behalf of Himself
and All Other Employees Similarly Situated,
Plaintiff,
vs.
UTS OF MASS, INC., WILLIAM P. CRABTREE, and
STEVEN T. CRABTREE,
Defendants.

-----x

DEPOSITION OF
STEVEN T. CRABTREE
CONDUCTED VIRTUALLY
Thursday, April 14, 2022
2:01 p.m.

Laurie K. Langer, RPR

Page 6

1 so we're on the same page. If I ask you a question that
2 you don't understand or you can't hear me then you
3 should ask me for clarification or to repeat the
4 question; okay?
5 A. Yes, sir.
6 Q. It's important that, because a transcript is
7 being made, only one person be talking at a time. So
8 I'll try to wait until you're done with your answer
9 until I ask my next question and likewise I would ask
10 that you try to wait until I'm done with my question
11 until you start answering it. It also gives your
12 attorney a chance to object, make sure you understand
13 what the question is and it gives the court reporter a
14 fair opportunity to get down what everybody is saying.
15 Okay?
16 A. Yes.
17 Q. Similarly, because a transcript is being made
18 it's important that any responses be verbal as opposed
19 to nods or gestures or saying like, you know, "yea big"
20 or something, because that's not accurately reflected on
21 the transcript. All right?
22 A. Yes.
23 Q. And finally, if you need to take a break for any
24 reason just say the word. If you need to use the

Page 7

1 restroom, take a call, talk to your attorney, whatever,
2 is fine. Just, we follow the rule if there is a
3 question pending that you answer that question and then
4 we'll take the break.
5 A. Yes.
6 Q. All right. What is your date of birth?
7 A. 10/14/52.
8 Q. Okay. And you're the brother of William
9 Crabtree; is that right?
10 A. Yes.
11 Q. And the father of Bryan Crabtree?
12 A. Yes.
13 Q. Okay. What did you do to prepare for today's
14 deposition?
15 A. Meeting with the attorneys, reviewing the
16 documents.
17 Q. Okay. Did you do anything else?
18 A. Just review the documents each evening.
19 Q. Okay.
20 A. (Inaudible.)
21 Q. I'm sorry?
22 A. Preparing myself for today.
23 Q. Okay. What documents did you look at?
24 A. The -- what's that word. The -- I can't think of

Page 8

1 the name, Steve. I'm sorry.
2 Q. Was it a UTS document or was it a legal pleading?
3 A. Legal document.
4 Q. Okay. Like interrogatory answers?
5 A. Yes, sir.
6 Q. Okay. Did you look at any other legal document
7 besides the interrogatory answers?
8 A. No.
9 Q. Did you look at any UTS documents?
10 A. No.
11 Q. Okay. Did you talk to anybody else at UTS about
12 your deposition?
13 A. No.
14 Q. What is your current position at UTS?
15 A. Vice president and, I believe, treasurer.
16 Q. Okay. How long have you been serving in that
17 position as vice president?
18 A. My dad passed away in '94 so I would believe
19 around that time.
20 Q. Okay. And from 1994 up until the present have
21 you been serving as a vice president during that entire
22 period?
23 A. I think so, Steve.
24 Q. Okay.

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1 A. I think so.
2 Q. Have you had any other positions during that
3 time?
4 A. Yes.
5 Q. What other positions?
6 A. Prior to '94 I was a, I worked in the field as a
7 lab, not a lab -- field technician.
8 Q. Got it.
9 When you last -- would you say you last worked as
10 a field technician somewhere around 1993, 1994; is that
11 right?
12 A. I graduated from high school in 1971. So I was
13 working a time when I was in high school and then when I
14 graduated, five years later, 197 -- 1976 I became, like,
15 a full-time technician.
16 Q. Okay. And when did you last work as a field
17 technician?
18 A. I think when my dad passed away in '94 I was
19 probably starting to work inside the company, I think,
20 around '94. I'm not positive of that answer.
21 Q. Okay. So focusing on the time when you left work
22 as a field technician, that would have been in the early
23 '90s at some point; is that right?
24 A. Yes.

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1 Q. And at that time did you get reimbursed for your
2 mileage?
3 A. Yes.
4 Q. And what was the rate that you were reimbursed at
5 at that time?
6 MR. STEINBERG: Objection.
7 A. I can't recall. I don't remember. I don't
8 remember.
9 Q. Okay. All right. In your position as vice
10 president currently what are your duties?
11 A. As of now, Stephen, or?
12 Q. Yeah, we'll start as of now.
13 A. As of now, basically I'm trying to retire where
14 Bryan and Lennon are taking over. And -- could you
15 repeat the question again, Steve? I'm sorry.
16 Q. I understand your positions may have changed over
17 time so I'm asking what your current duties are?
18 A. My current duties are just selling.
19 Q. Okay.
20 A. Selling. I'm a sales guy. And -- and I -- when
21 Bryan has some questions of, about the company he, he
22 kind of uses me as a sounding board. Steve bounces them
23 off me for my opinion.
24 Q. Okay. So is it fair to say that Bryan and Lenny

Page 11

1 have been taking on more responsibilities over the past
2 several years?
3 A. I wouldn't -- what do you mean by "several
4 years," Stephen? How many years are you talking about?
5 Q. Let me -- that's a good point. Let me ask it
6 this way.
7 When did Bryan and Lenny start taking on more
8 management responsibilities?
9 A. Probably around 2019. I'm not positive. But
10 it's been a work in progress, Steve, about me letting go
11 more than, you know, him wanting to take more
12 responsibilities.
13 Q. Okay. So let's go back to, say, 2017. Before
14 that process began what were your duties as vice
15 president?
16 A. Of course bringing in business was basically my
17 number one priority. Almost like also a general
18 manager, Steve. I had my hands in pretty much
19 everything. You know -- you know, making sure -- you
20 know, handling complaints. The daily operations, Steve,
21 you know.
22 Q. Okay. So is it fair to say back at that time
23 around 2017 you were the one principally responsible for
24 managing the day-to-day operations of the company?

Page 12

1 A. Yes. And I had managers also, Steve.
2 Q. Sure.
3 A. I couldn't do everything. It was too much to do.
4 We were growing at a pretty good pace back then, 2017.
5 Q. And so generally speaking at some point, 2018,
6 2019 timeframe, is it fair to say that Lenny and Bryan
7 started taking on greater management responsibilities
8 and you started to taper off your involvement on the
9 sort of day-to-day running of the business?
10 A. No. I would think it would be later. Maybe, oh,
11 I would say probably 2020, '21, '22. As those years
12 progressed Steve, you know, I would relinquish more of
13 my time. I would be taking a little bit more time off
14 with my wife who works there also.
15 Q. Okay. Let me share my screen with you, so we can
16 look at a document together.
17 All right. Can you see the document there that's
18 entitled Employment Policies and Procedures?
19 A. Yes.
20 Q. Okay. And this particular version, this was
21 previously marked as Exhibit 4 and it's dated
22 January 15th, 2018?
23 A. Yes.
24 Q. Okay. First, let me ask, what's this document,

Page 13

1 Employment Policies and Procedures?
2 A. It's basically kind of our rules and regulations,
3 Steve.
4 Q. Okay. And is it something given to all
5 employees?
6 A. We give that out every year and we have each
7 employee sign it at the beginning of the new year,
8 January. We start out in January, by the time we finish
9 getting everyone in it could be a couple of months,
10 Steve.
11 Q. Okay. So the -- so the Employment Policies and
12 Procedures are reviewed and revised each year?
13 A. Yes.
14 Q. And that's been a process that you've been
15 involved with in the past; is that right?
16 A. I would say probably from 2018 and to the past.
17 And I would also just probably, you know -- yeah, that's
18 about it. You know, just -- as I said, I wasn't doing
19 as much, but I would still be aware of some of the
20 changes, Steve, going forward.
21 Q. With respect to this particular version, the one
22 that was dated January 15th, 2018, --
23 A. Yeah.
24 Q. -- were you involved in the review and revision

Page 14

1 of this version?
2 A. I really don't remember, Steve. You know, it
3 could have been at the time I was, you know, not
4 involved as much. It was around that period that, you
5 know, we had, I believe, Mike Garland, the lab manager,
6 and probably Bryan. And probably I was involved also,
7 Steve, with it, you know.
8 Q. Okay. So it sounds like you just can't remember
9 when, when was the last version of this document --
10 A. Correct.
11 Q. -- you were involved with?
12 A. Correct.
13 Q. Okay.
14 MR. STEINBERG: Remember to let him finish
15 and then answer.
16 A. Sorry about that, Steve, for interrupting.
17 Q. No problem at all.
18 So let me show you another version of the
19 Employment Policies and Procedures. This one is dated
20 March 15th, 2021.
21 Did you have any involvement with the review and
22 revision for this version of the policies and
23 procedures?
24 A. I would say no. You know what, excuse me, I

Page 15

1 would say I don't know.
2 Q. Okay. Let me show you another version, this one
3 was -- just for the record, the last version I showed
4 you March 15, 2021 --
5 A. Yeah.
6 Q. -- that was marked as Exhibit 7.
7 A. Yep.
8 Q. I'm showing you now what was marked as Exhibit 8
9 which is the version dated March 8, 2022.
10 A. Yep.
11 Q. A little more than a month ago?
12 A. Yep.
13 Q. Were you involved in the review and revision of
14 this version?
15 A. I knew that they were changing the gas, gas
16 mileage to 58 cents. I heard them mention it; Bryan,
17 Lenny, and Mike.
18 Q. Okay. Were you involved in that decision?
19 A. They ran it by me, Steve, and that was more or
20 less with, Bryan, Lenny's idea to increase it at that
21 time to the 58 cents.
22 Q. Okay. And did they ask for your input on that
23 decision?
24 A. Basically, what they did was mention to me what

Page 16

1 they were doing and I signed it, shook my head yes.
2 Q. Okay. What did they say to you about the reason
3 for that increase?
4 A. The gas -- you have the document March 8th; are
5 we talking about March 8th and August 22nd, I believe?
6 Q. I'm talking about --
7 A. March 8th?
8 Q. Yes. I'm just asking, you said a minute ago that
9 the rate was increased to 58 cents and that Lenny and
10 Bryan came and told you about that.
11 A. Yeah, that was....
12 Q. That was what?
13 A. They did it on March 8th when they brought it up
14 to 48 cents.
15 Q. Okay. And did they talk to you about that?
16 A. Yes.
17 Q. Okay. And what did they say to you about why
18 they were increasing the rate to 48 cents?
19 A. The cost of gas.
20 Q. Did they give any other reason?
21 A. No.
22 Q. And when did they inform you of that change?
23 A. I believe they informed me before they changed
24 the policy.

Page 17

1 Q. Okay. And with respect that change, the increase
2 to 48 cents, when did that happen?
3 A. I believe that happened in August. I think I had
4 my dates somewhat mixed up here. When they changed it
5 to 48 cents I believe that was in August of '22. And
6 when they changed it to 58 cents it was in March '22.
7 One was August '21, the 48 cents; and March was the
8 58 cents.
9 Q. Okay. So in or around -- in or around August of
10 2021 the rate went up to 48 cents; is that right?
11 A. Yes.
12 Q. And then in or around March of 2022, so just last
13 month, the rate went up to 58 cents?
14 A. Yes.
15 Q. Okay. And did they talk to you about the
16 increase to 48 cents back in or around August of 2021?
17 A. They ran it by me.
18 Q. Okay. And what did they say to you about the
19 reason for the increase at that time?
20 MR. STEINBERG: Object. Because I think
21 this was asked and answered.
22 MR. CHURCHILL: I know he responded before,
23 I just wasn't sure which iteration that related to,
24 which is why I'm asking.

Page 18

1 A. On which date are you referring to, Stephen?
2 Q. The increase of 48 cents back in or around August
3 of 2021. And my question was, in connection with that
4 increase what did Lenny and Bryan say to you about the
5 reason for the increase?
6 A. The gas prices.
7 Q. Okay. And did they give any other reason at that
8 time?
9 A. No.
10 Q. Okay. In connection with the increase to 58
11 cents last month, did Lenny and Bryan talk to you about
12 that increase?
13 A. Yes.
14 Q. And what reason did they give you for that
15 increase?
16 A. That we wanted to bring it up to the 58 cents,
17 also increase in gas pricing.
18 Q. Okay. Other than the increase in gas prices, was
19 there any other reason they gave for the increase last
20 month?
21 A. I think he also mentioned our competitors.
22 Q. Okay. And what did he say about that?
23 A. I think he mentioned that he believes that our
24 competitors were at 58 cents. And that's also why he

Page 19

1 brought it up in March, brought it to my attention on
2 the 58 cents was that we, we wanted to do what, what was
3 right.
4 Q. Did they say anything to you about the IRS
5 reimbursement rate?
6 A. Not that I remember, Steve.
7 Q. Okay. Do you recall anything else they said to
8 you in terms of reasons for the increase last month to
9 58 cents?
10 A. No.
11 Q. So prior to last August, prior to August of 2021
12 when the rate was increased to 48 cents, the
13 reimbursement rate had been 35 cents; is that right?
14 A. Yes.
15 Q. And it had been 35 cents for a number of years;
16 is that fair to say?
17 MR. STEINBERG: Objection.
18 A. I don't know the days, Steve.
19 Q. Sure. I understand that. What's your best
20 estimate for the number of years the reimbursement rate
21 was 35 cents?
22 A. I don't know that answer, Steve.
23 Q. So go back to Exhibit 4 which is the policies and
24 procedures in effect as of January 15, 2018. Go to page

Page 20

1 6. Do you see that section, Expenses - Travel?
2 A. Yes.
3 Q. It says underneath there, "UTS will reimburse its
4 field inspectors for travel mileage at the rate of
5 35 cents per mile."
6 Do you see that?
7 A. Yes.
8 Q. You don't recall when UTS started using that rate
9 of 35 cents per mile; right?
10 A. Correct. I don't remember.
11 Q. Did you ever have any involvement in determining
12 what the reimbursement rate would be?
13 A. Yes.
14 Q. When is the last time that you had any
15 involvement in that decision?
16 A. Well, my brother and I, at least once, at least
17 once a year we would look at it.
18 Q. Okay. Up until -- up until when? When did you
19 stop doing that?
20 A. I would say probably when Bryan and Lenny got
21 involved, whether it was 2018 or 2019 or 2020, I, you
22 know, I don't remember exactly when we started getting
23 out of it. But I think it happened more once the gas
24 prices took off in 2021.

Page 21

1 Q. All right. And when you said that you and your
2 brother would look at it about once a year, what did you
3 do to look at it?
4 A. Well, we would look at gas prices, the usage of
5 their car, the maintenance, and probably what type of
6 car, you know.
7 Q. Okay. So you said gas prices, the usage of their
8 cars, the maintenance of the cars, the type of the car;
9 anything else?
10 A. Wear and tear.
11 Q. Okay. Anything else?
12 A. I'm sorry. Plus we would look at, you know, the
13 travel time, tolls, parking expenses, the type of
14 vehicle that they were using, and the travel time.
15 Q. Okay. So when you looked at gas prices, what
16 exactly did you look at?
17 A. Basically, costs per gallon.
18 Q. And how did you -- how did you determine what the
19 cost per gallon was?
20 A. Just by driving to work each day. See what the
21 pricing was.
22 Q. And when you looked at the usage of cars -- first
23 of all, what do you mean by that?
24 A. I had to put gas in my car, I would see what a

Page 22

1 gallon, you know, what it was per gallon.
2 Q. Yeah. I'm asking because among the factors that
3 you said you looked at one was gas prices and then
4 another factor you said was usage of the car; and so I'm
5 asking what you looked at with respect to usage of the
6 car?
7 A. Maintenance, their vehicle usage, wear and tear.
8 Q. Okay. With respect --
9 A. And -- excuse me.
10 Q. With respect to maintenance, what specific
11 information did you look at?
12 A. Well, maintenance would be oil change, fluid
13 changes.
14 Q. Did you look at specific data with respect to how
15 much those different things cost?
16 A. No, sir.
17 Q. When you said that you looked at the type of car,
18 what do you mean by that; what were you looking at?
19 A. Basically, like what a full size car would
20 require.
21 Q. In terms of gas, maintenance, wear and tear, all
22 of those things?
23 A. Yes.
24 Q. But in terms of maintenance costs you didn't look

Page 23

1 at any specific data; is that right?
2 MR. STEINBERG: Objection.
3 Q. Let me ask it this way. In terms of maintenance,
4 what specific data did you look at?
5 A. It would be tires, brakes, fluids, oil changes.
6 Q. Did you look at any data about the cost of those
7 different types of items?
8 A. No, not really.
9 Q. Okay. In terms of wear and tear, did you look at
10 any specific data about the cost of wear and tear?
11 A. No.
12 Q. So it sounds like, and correct me if I'm wrong,
13 but it sounds like you thought about these different
14 things. So maintenance, wear and tear, usage of the
15 car, things of that nature, but you didn't look at any
16 specific data about the costs of those different items;
17 is that correct?
18 A. Yes.
19 Q. Okay.
20 MR. STEINBERG: Give me a moment to object.
21 A. Sorry.
22 MR. STEINBERG: Object.
23 Q. When you and your brother were looking at this
24 issue each year was anybody else involved in that

Page 24

1 process?
2 A. No.
3 Q. Okay. And did you and your brother review any
4 documents as part of that process, that is part of the
5 process of determining what the mileage reimbursement
6 rate should be?
7 A. No.
8 Q. Did you create any documents like notes for the
9 file or anything like that?
10 A. No.
11 Q. Did you review any external reports about the
12 cost of owning and operating a car?
13 MR. STEINBERG: Object.
14 Q. I wasn't sure if you answered or not.
15 You can still answer even though he objects.
16 A. Sorry, Steve.
17 Q. So just to be clear, did you review any outside
18 studies about the costs of operating a car?
19 A. No.
20 Q. Did you look at the IRS reimbursement rate?
21 A. No.
22 Q. Do you know how the IRS goes about determining
23 what the reimbursement rate will be on an annual basis?
24 MR. STEINBERG: Objection.

Page 25

1 A. No.
2 Q. Have you ever deducted -- have you ever taken a
3 deduction on your taxes for mileage?
4 A. No.
5 Q. Some employees at UTS use a company car; is that
6 right?
7 A. Yes.
8 Q. And so those employees don't get reimbursed for
9 mileage; right?
10 A. Correct.
11 Q. Okay. How many employees use company cars,
12 approximately?
13 A. I would say 15 to 20. I'm guessing.
14 Q. And everybody else would use their own personal
15 vehicles?
16 A. Yes.
17 Q. So understanding you have to give your best
18 estimate, how many employees currently are using their
19 personal vehicles to go out into the field?
20 A. I don't know that answer at this time.
21 Q. More than --
22 A. Five years ago I would have known, but. But I
23 don't.
24 Q. Is that because you're just less involved in the

Page 26

1 day-to-day operations now?
2 A. Yes. And I'm there less time too.
3 Q. Understood. How many days are you in the office
4 these days?
5 A. I go from anywhere from three and a half to four.
6 Q. Okay. And if we go back to, like, 2018, how many
7 days would you usually be in the office?
8 A. Five. Probably four and a half. Four and a
9 half. I never stayed there after 12 on Friday, pretty
10 much.
11 Q. So back in 2018, understanding that you're just
12 providing an estimate and not an exact number, how many
13 employees were using their personal vehicles to go out
14 into the field?
15 A. I don't know that answer.
16 Q. Is it more than 10?
17 A. Yes.
18 Q. More than 20?
19 A. Yes.
20 Q. More than 30?
21 A. Yes.
22 Q. More than 40?
23 A. Yes.
24 Q. More than 50?

Page 27

1 A. I don't know that.
2 Q. Okay.
3 A. I don't know.
4 Q. Fair enough.
5 A. It would be a guess.
6 Q. Okay. Did you ever meet the Plaintiff
7 Andrew Jefferson?
8 A. Yes.
9 Q. On how many occasions?
10 A. I don't know that answer.
11 Q. More than 10?
12 MR. STEINBERG: I'm going to object to the
13 question to the extent that normally one meets a person
14 once and then thereafter they may interact, but -- it's
15 the form of the question.
16 Anyway, go ahead.
17 A. Maybe if I see him once every two months or even
18 less than that I believe in the three-year period that
19 he is there. So 15 times.
20 Q. Did you ever have any -- did you ever have any
21 communications with him?
22 A. No.
23 Q. During the time he was working at UTS did you
24 ever have any discussions with anybody else at UTS about

Page 28

1 Mr. Jefferson?
2 A. No.
3 Q. I take it in your, in your current duties you
4 don't have occasion to review employee timecards or
5 field reports; is that fair to say?
6 A. Yes.
7 Q. Was there a time in the past when you did review
8 timecards and field reports on a regular basis?
9 A. Probably about 20 years ago. At least.
10 Q. Is it fair to say that your expectation was that
11 somebody on a regular basis is reviewing timecards and
12 field reports?
13 A. Yes.
14 MR. STEINBERG: Objection.
15 Q. And who is principally responsible for reviewing
16 timecards and field reports on a regular basis?
17 MR. STEINBERG: Objection.
18 A. Mike Garland on the timecards. And then on the
19 reports -- that's too broad of a question for me, Steve.
20 Q. It's going to be multiple people?
21 A. Yes.
22 Q. Got it. You understand in this case that there's
23 a counterclaim that UTS brought against Mr. Jefferson?
24 A. Yes.

Page 29

1 Q. And are you generally familiar with the
2 allegations in that counterclaim?
3 A. Somewhat.
4 Q. Okay. What's your understanding about the
5 general allegations that are made in that counterclaim
6 against Mr. Jefferson?
7 A. His billing hours weren't correct, his mileage
8 expenses weren't correct. I believe.
9 Q. Okay.
10 A. I didn't get into it that much, Steve. There
11 again that was Bryan kind of shielding me from that.
12 Q. So Bryan is the one who primarily focused on that
13 issue?
14 MR. STEINBERG: Objection.
15 A. I think it was Bryan and Mike Garland.
16 Q. With respect to the issue of hours that
17 Mr. Jefferson billed, did you have any personal
18 involvement with that issue in connection with
19 Mr. Jefferson's employment?
20 A. I don't understand the question. Could you
21 repeat it, Steve, please.
22 Q. Sure. So did you ever -- did you ever talk to
23 Mr. Jefferson about the issue of his, the hours that he
24 billed?

Page 30


1 A. No.
 2 Q. Did you ever review his timecards?
 3 A. No.
 4 Q. Did you ever talk to anybody at UTS about that
 5 issue?
 6 MR. STEINBERG: Objection.
 7 A. No. There again I was shielded from that, from
 8 Bryan and Mark Garland on that.
 9 Q. When you say "shielded from that;" what do you
 10 mean?
 11 A. Now, the past month or so, you hear more and more
 12 of what was taking place. I wasn't aware of it at the
 13 time.
 14 Q. And with respect to the mileage that he reported,
 15 did you ever review the records that he submitted in
 16 terms of his mileage?
 17 A. No.
 18 Q. Did you ever talk to him about that issue when he
 19 worked at UTS?
 20 A. No.
 21 Q. And other than perhaps in the past month or two,
 22 did you ever discuss that issue with anybody at UTS?
 23 A. No.
 24 Q. Are you aware of any investigations that UTS

Page 31

1 conducted with respect to either the hours that
 2 Mr. Jefferson billed or the miles that he reported?
 3 MR. STEINBERG: Objection.
 4 A. Did you say "investigations," Steve?
 5 Q. Yes.
 6 A. No.
 7 Q. All right. That might be all I have. Just give
 8 me a little bit of time to look at my notes and see if
 9 there is anything else I want to ask you about.
 10 But -- but if I do have more questions it won't be many.
 11 Maybe take a break until 2:50 and come back and finish
 12 up.
 13 (Short break taken.)
 14 Q. I want you to know I have no further questions.
 15 So I appreciate your time this afternoon.
 16 A. Thank you, Stephen.
 17 MR. STEINBERG: Nothing for me. Thanks.
 18 COURT REPORTER: Gentlemen, the same orders
 19 as the prior deposition?
 20 MR. STEINBERG: Yes.
 21 MR. CHURCHILL: Yes.
 22 (Whereupon, the deposition concluded at
 23 approximately 3:00 p.m.)
 24

Page 32

1 CERTIFICATE
 2
 3 COMMONWEALTH OF MASSACHUSETTS
 4 SUFFOLK, ss.
 5
 6 I, Laurie Langer, Registered Professional Reporter
 7 and Notary Public in and for the Commonwealth of
 8 Massachusetts, do hereby certify that the witness whose
 9 deposition is hereinbefore set forth, was duly sworn by
 10 me and that such deposition is a true record of the
 11 testimony given by the witness.
 12
 13 I further certify that I am neither related to or
 14 employed by any of the parties in or counsel to this
 15 action, nor am I financially interested in the outcome
 16 of this action.
 17
 18 In witness whereof, I have hereunto set my hand and
 19 seal this 18th day of April, 2022.
 20
 21
 22
 23
 24


 NOTARY PUBLIC
 Commission Expires
 7/27/2023

Page 33

1 DEPOSITION ERRATA SHEET
 2
 3 Our Assignment No: 5182441
 4 Case Caption: Jefferson vs. UTS
 5
 6 DECLARATION UNDER PENALTY OF PERJURY
 7 I declare under penalty of perjury that I have
 8 read the entire transcript of my Deposition taken in the
 9 captioned matter or the same has been read to me, and
 10 the same is true and accurate, save and except for
 11 changes and/or corrections, if any, as indicated by me
 12 on the DEPOSITION ERRATA SHEET hereof, with the
 13 understanding that I offer these changes as if still
 14 under oath.
 15 Signed on the _____ day of _____ 2022
 16
 17 _____
 18 STEVEN T. CRABTREE
 19
 20
 21
 22
 23
 24

1 DEPOSITION ERRATA SHEET
2 Page No. ____ Line No. ____ Change to: _____
3 _____
4 Reason for change: _____
5 Page No. ____ Line No. ____ Change to: _____
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7 Reason for change: _____
8 Page No. ____ Line No. ____ Change to: _____
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17 Page No. ____ Line No. ____ Change to: _____
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19 Reason for change: _____
20 Page No. ____ Line No. ____ Change to: _____
21 _____
22 Reason for change: _____
23 SIGNATURE: _____ DATE: _____
24 STEVEN T. CRABTREE

Massachusetts Rules of Civil Procedure

Part V. Deposition and Discovery

Rule 30

(e) Submission to Witness; Changes; Signing. When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him, unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed, unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

EXHIBIT 9

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss

SUPERIOR COURT DEPARTMENT
OF THE TRIAL COURT
CIVIL ACTION NO. 2181CV00680

Andrew Jefferson, on behalf of himself and all
other employees similarly situated,

Plaintiff,

v.

UTS of Mass., Inc., William P. Crabtree, and
Steven T. Crabtree,

Defendants.

**DEFENDANT UTS OF MASS., INC.'S SUPPLEMENTAL ANSWERS TO PLAINTIFF'S
FIRST SET OF INTERROGATORIES**

Defendants UTS of Mass., Inc., William P. Crabtree, and Steven T. Crabtree (collectively, "Defendants"), by and through their attorneys, hereby submit their Supplemental Answers to Plaintiff's First Set of Interrogatories and state as follows:

INTERROGATORY NO. 2:

Please identify all individuals Defendants reimbursed for mileage at a rate less than the IRS rate per mile, including their name, dates of employment, position(s), address, telephone number(s), rate of reimbursement, and email address(es).

ANSWER:

Defendants object to this interrogatory as premature, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. No class has been certified in this case. This case involves the limited claims of a single plaintiff, Andrew Jefferson ("Plaintiff"), as well as UTS's limited counterclaims against Plaintiff. No determination has been made regarding the propriety of class certification, let alone the nature of any information to be disseminated regarding absent members of the putative class. Defendants

further object to this interrogatory inasmuch as it contains two embedded erroneous legal predicates: (1) that the IRS promulgates a “rate” at which employers are obligated to reimburse their employees for purposes of federal or state wage and hour laws, and (2) that UTS was obligated to reimburse its employees for any and all “mileage.”

Subject to the foregoing objections, and without waiver of the same, and lending a reasonable interpretation and scope to this interrogatory, Defendants refer Plaintiff to their responses to Plaintiff’s Requests for Production of Documents Nos. 7 and 8, and any documents produced in response thereto, which include UTS’s policies regarding employee transportation expense reimbursements applicable to Plaintiff during his employment with UTS.

Given that there is just one named Plaintiff in this case, and the Court has not certified any class under Mass. R. Civ. P. 23, Defendants decline to identify or provide the specified personal information regarding employees who are not parties to this action.

SUPPLEMENTAL ANSWER:

Subject to the foregoing objections, and without waiver of the same, Defendants state that UTS has employed a total of approximately 240 field employees from March 26, 2018 to the present subject to a mileage reimbursement rate of thirty-five cents per mile. In so answering, Defendants expressly do not concede that any or all of these employees are similarly-situated to Plaintiff for purposes of satisfying the prerequisites of Mass. R. Civ. P. 23, and they do not thereby concede or waive any factual or legal arguments pertaining to class certification.

INTERROGATORY NO. 3:

Please identify all individuals Defendants reimbursed for mileage at a rate greater than or equal to the IRS rate per mile, including their name, dates of employment, position(s), address, telephone number(s), rate of reimbursement, and email address(es).

ANSWER:

Defendants object to this interrogatory as premature, overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible evidence. No class has been certified in this case. This case involves the limited claims of a single plaintiff, Andrew Jefferson (“Plaintiff”), as well as UTS’s limited counterclaims against Plaintiff. Defendants further object to this interrogatory inasmuch as it contains two embedded erroneous legal predicates: (1) that the IRS promulgates a “rate” at which employers are obligated to reimburse their employees for purposes of federal or state wage and hour laws, and (2) that UTS was obligated to reimburse its employees for any and all “mileage.”

Subject to the foregoing objections, and without waiver of the same, and lending a reasonable interpretation and scope to this interrogatory, Defendants construe the reference in this interrogatory to the “IRS rate” to refer to the agency’s optional standard mileage rates that taxpayers may use to calculate the deductible costs of operating an automobile for business purposes. So construed, Defendants answer that UTS reimbursed Plaintiff at a per mile rate of thirty-five cents.

Given that there is just one named Plaintiff in this case, and the Court has not certified any class under Mass. R. Civ. P. 23, Defendants decline to respond with any information pertaining to any other current or former employee of UTS.

SUPPLEMENTAL ANSWER:

Defendants state that, to their knowledge, there are no such employees.

INTERROGATORY NO. 8:

Please state the basis for the Defendants' contention that class certification is not warranted in this case.

ANSWER:

Defendants object to this interrogatory to the extent it seeks information subject to the attorney-client privilege and work product doctrine. Furthermore, Defendants object to this interrogatory on the ground that it is vague and ambiguous (*viz.*, "Defendants' contention," "not warranted"). Moreover, Defendants object to this interrogatory because it does not seek information of a factual nature, but rather asks them to opine about an ultimate legal question. As discovery is ongoing, and in view of the fact that no motion for class certification has been served or filed, Defendants state that it would be premature for them to "state the basis" for any contentions they may make pertaining to class certification. Defendants expressly reserve the right to raise any and all factual and legal arguments pertaining to class certification at the appropriate juncture. Responding further, Defendants maintain that Plaintiff cannot satisfy any of the requirements for class certification set forth in Mass. R. Civ. P. 23.

SUPPLEMENTAL ANSWER:

Defendants state that, among other reasons, this action presents two fundamental questions—bearing on liability and damages—that have inherently individualized answers: (1) did each putative class member incur work-related transportation expenses that exceed the amount that UTS paid to each of them; and, (2) if so, by how much. Answering further, the size and composition of the putative class is such that joinder of any individuals who claim to have suffered unreimbursed transportation expenses during their employment would be practicable, which further weighs against class certification. Defendants state that discovery and

investigation remain ongoing, and the foregoing answer thus cannot be construed to constitute all of the reasons they may present in opposition to a motion for class certification.

INTERROGATORY NO. 9:

Without limitation as to time, please state whether the Defendants have ever conducted an employee-by-employee analysis concerning whether the rate at which it reimbursed their employees for incurring transportation expenses complied with state and/or federal laws and/or regulations.

ANSWER:

Defendants object to this interrogatory to the extent it seeks information subject to the attorney-client privilege and work product doctrine. Answering further, Defendants object on the grounds that this interrogatory is premature, overly broad in scope, and not reasonably calculated to lead to the discovery of admissible evidence to the extent it seeks information regarding employees other than Plaintiff. No class has been certified in this case. This case involves only Plaintiff's limited claims, as well as UTS's limited counterclaims against Plaintiff. Defendants also object to this interrogatory because it contains vague and ambiguous language (*viz.*, "conducted an employee-by-employee analysis," "state and/or federal laws and/or regulations"). Moreover, Defendants object to this interrogatory because the information it seeks is immaterial. Whether or not Defendants have ever "conducted an ... analysis" has no bearing on the sufficiency of the reimbursements Plaintiff (or any other UTS employee) received. In addition, Defendants object to this interrogatory to the extent that it is predicated on a false premise, namely, that UTS reimburses employees for "transportation expenses" at a single "rate": UTS reimburses its employees for their tolls and parking expenses, and additionally provides them reimbursement at a rate for mileage.

Subject to the foregoing objections, and without waiver of the same, and lending a reasonable interpretation and scope to this interrogatory, Defendants refer Plaintiff to their

answers to Interrogatory Nos. 4 and 6, which provide responsive information and set forth why UTS's reimbursement policies more than sufficiently compensated Plaintiff for the transportation expenses he incurred in connection with his employment. Given that there is just one named Plaintiff in this case, and the Court has not certified any class under Mass. R. Civ. P. 23, Defendants decline to respond with any information pertaining to any other current or former employee of UTS.

SUPPLEMENTAL ANSWER:

Defendants state that they have not conducted such an employee-by-employee analysis because no individual analysis was necessary. UTS made a broad assessment and arrived at a reimbursement rate sufficient for all of its employees who incurred work-related transportation expenses. The sufficiency of UTS's mileage reimbursement rate is illustrated by the fact that the cost to drive Plaintiff's vehicle, a 2009 Chevrolet Cobalt, was the equivalent of thirteen cents per mile according to an online fuel economy tool maintained by the Federal government, yet UTS reimbursed him at the rate of thirty-five cents per mile. Answering further, Defendants state that UTS's processes and procedures for submitting expense reimbursements afford employees with the ability to raise any concerns about the amount or sufficiency of their reimbursements.

[Signatures on following page]

Respectfully submitted,

UTS OF MASS., INC., WILLIAM P.
CRABTREE, and STEVEN T. CRABTREE,

By their Attorneys,

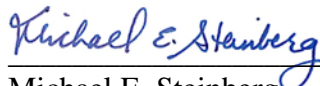


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bmiller@seyfarth.com
acalifano@seyfarth.com
msteinberg@seyfarth.com

Dated: March 10, 2022

CERTIFICATE OF SERVICE

I, Michael E. Steinberg, hereby certify that on March 10, 2022, a true copy of the foregoing document was served, by agreement of counsel, via email upon counsel for the Plaintiff.



Michael E. Steinberg

VERIFICATION

I, Bryan Crabtree, have read the foregoing Supplemental Answers to Plaintiff's First Set of Interrogatories. As to those matters set forth in the answers about which I have personal knowledge, I believe these answers to be true. As to those matters on which I have limited or no personal knowledge, I am relying upon those who have prepared those answers and I have no reason to believe those answers are not true.

Signed under the penalties of perjury this 10 day of March, 2022.



Bryan Crabtree

EXHIBIT 10

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COMMONWEALTH OF MASSACHUSETTS
MIDDLESEX COUNTY SUPERIOR COURT

ANDREW JEFFERSON, ON BEHALF OF
HIMSELF AND ALL OTHER EMPLOYEES
SIMILARLY SITUATED,
Plaintiff,

v.

Case No.
2181-CV-00680

UTS OF MASS., INC.,
WILLIAM P. CRABTREE, AND
STEVEN T. CRABTREE,
Defendants.

VIDEOCONFERENCE DEPOSITION OF
MICHAEL GARLAND

DATE: Friday, May 6, 2022
TIME: 11:34 a.m.
LOCATION: Remote Proceeding
Boston, Massachusetts 02110
REPORTED BY: Robert Lombardi, Notary Public

Page 2

1 APPEARANCES

2 ON BEHALF OF PLAINTIFF ANDREW JEFFERSON, ON BEHALF OF

3 HIMSELF AND ALL OTHER EMPLOYEES SIMILARLY SITUATED:

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15 (by videoconference)

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1 EXHIBITS (Cont'd)

2 NO. DESCRIPTION PAGE

3 Previously marked:

4 Exhibit 16 Answer to Plaintiff's First

5 Amended Class Action Complaint

6 and Jury Demand and Counterclaim 32

7 Exhibit 18 Two-page timesheet 63

8

9 (Exhibits retained.)

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2 EXAMINATION: PAGE

3 By Mr. Churchill 7

4 By Mr. Steinberg 67

5 By Mr. Churchill 81

6

7 EXHIBITS

8 NO. DESCRIPTION PAGE

9 Exhibit 23 Emails regarding mileage

10 expenses 55

11 Exhibit 24 Emails from 10/2/2019 49

12 Exhibit 25 Text message screenshots 50

13

14 (Exhibits attached.)

15

16 Previously marked:

17 Exhibit 2 38-page document, dated 12/16/20,

18 revision 7 12

19 Exhibit 3 UTS Safety Policy and Procedures 13

20 Exhibit 9 Timesheet 15

21 Exhibit 10 Field report 20

22 Exhibit 12 Inspector Warning Notice 24

23 Exhibit 15 Document regarding mileage 56

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1 PROCEEDINGS

2 THE REPORTER: Good morning. My name

3 is Robert Lombardi; I am the reporter assigned by

4 Veritext to take the record of today's proceeding. We

5 are now on the record at 11:34 a.m.

6 This is the deposition of Mike Garland

7 taken in the matter of Andrew Jefferson on behalf of

8 himself and other employees similarly situated vs. UTS

9 of Mass., Incorporated, William P. Crabtree, and

10 Steven T. Crabtree, on May 6, 2022, remote via Zoom.

11 I'm a notary authorized to take

12 acknowledgements and administer oaths in the state of

13 Massachusetts. Parties agree that I will swear in the

14 witness remotely outside of their presence.

15 Additionally, absent an objection on

16 the record before the witness is sworn, all parties

17 and the witness understand and agree that any

18 certified transcript produced from the recording

19 virtually of this proceeding:

20 - is intended for all uses permitted

21 under applicable procedural and

22 evidentiary rules and laws in the same

23 manner as a deposition recorded by

24 stenographic means; and

25 - shall constitute written

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1 stipulation
2 of such.
3 And now, at this time, will all counsel
4 in attendance please go ahead and identify yourselves
5 for the record?
6 MR. CHURCHILL: Steve Churchill
7 representing plaintiff Andrew Jefferson.
8 MR. STEFFANS: Ben Steffans
9 representing plaintiff Andrew Jefferson.
10 MR. STEINBERG: Michael Steinberg
11 representing all defendants.
12 THE REPORTER: Thank you. Hearing no
13 objection, I will now go ahead and swear in our
14 witness.
15 Mr. Garland, if you'll raise your right
16 hand for me?
17 WHEREUPON,
18 MICHAEL GARLAND,
19 called as a witness, and having been first duly sworn
20 to tell the truth, the whole truth, and nothing but
21 the truth, was examined and testified as follows:
22 THE REPORTER: You may proceed today,
23 counsel.
24 MR. CHURCHILL: Thank you.
25 For the record, the parties have agreed

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1 to reserve all objections except as to form and
2 motions to strike.
3 Is that agreeable, Michael?
4 MR. STEINBERG: Yes.
5 MR. CHURCHILL: Okay.
6 EXAMINATION
7 BY MR. CHURCHILL:
8 Q Good morning, Mr. Garland. Can you please
9 state your full name?
10 A Good morning. Michael Anthony Garland.
11 Q What is your residential address?
12 A 47 Clement Court, Haverhill, Massachusetts
13 01832.
14 Q What is your business address?
15 A Of my employer, sir?
16 Q Yes.
17 A 5 Richardson Lane, Stoneham, Massachusetts
18 02180.
19 Q And you're currently employed by UTS of
20 Massachusetts. Is that right?
21 A Yes, sir.
22 Q What is your position there?
23 A Quality control manager.
24 Q Okay. And how long have you served in that
25 job?

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1 A Approximately six years since May of 2016.
2 Q Okay. Have you been deposed before?
3 A No, sir.
4 Q Okay. Just to go over a few ground rules,
5 so we're on the same page.
6 If I ask you a question that you can't hear
7 or don't understand, then you can ask me to repeat the
8 question or ask for clarification. Okay?
9 A Understood.
10 Q It's important that because a transcript is
11 being made that any responses be verbal as opposed to
12 nods or gestures because that may not reflect
13 accurately on the transcript. Okay?
14 A Yes.
15 Q Likewise, it's important that only one of us
16 talk at a time that why it's easier for the court
17 reporter to capture what's being said. So I will make
18 sure that you're done with your answer before I ask my
19 next question. And likewise, I would ask that you try
20 to wait until I'm done with my question before you
21 answer it.
22 That also gives Attorney Steinberg an
23 opportunity to object to my question if he chooses to
24 do so. Okay?
25 A Understood.

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1 Q And then finally, if you need to take a
2 break for any reason to use the restroom, take a call,
3 or anything else, that's fine. The only rule that we
4 follow is that if there's a question pending, you
5 would answer that question, and then we'll take a
6 break. All right?
7 A Yes, sir. I understand.
8 Q Can you describe what your duties as quality
9 control manager are?
10 A Yes. So as the quality control manager, I
11 oversee approximately 100 field staff personnel. I
12 oversee testing methods in our industry. I oversee
13 project management and staffing. I oversee equipment
14 maintenance amongst various other duties.
15 I also process time cards for our employees
16 as well as attend preconstruction meetings and some
17 other things as well.
18 Q All right. And with respect to the first
19 duty that you mentioned, supervising field staff,
20 first of all, what positions do those field staff
21 hold?
22 A We have field staffs that range from
23 entry-level technicians up to professional engineers,
24 essentially, and everything in between, sir.
25 Q Okay. And by field staff, what do you mean

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1 by that? What does the field part indicate?
2 A Materials testing technician or construction
3 inspector, I guess, would be the identifiable role of
4 a field staff member.
5 Q Okay. And field staff members work out in
6 the field. Is that fair to say?
7 A Yes.
8 Q Okay. And what do you do to oversee field
9 staff?
10 A I -- I'm sorry. I didn't hear what that
11 was.
12 MR. STEINBERG: I just said objection.
13 You can answer the question if you understand it.
14 THE WITNESS: Okay. Could you clarify
15 your question, sir?
16 BY MR. CHURCHILL:
17 Q Sure. What do you do to supervise field
18 staff?
19 A So I review, in part, their work in the
20 field: testing, inspections, reports, test data to
21 ensure accuracy, equipment to ensure calibration is in
22 line. Times projected, hours spent on sites as well
23 as assignments and general management, day-to-day
24 management of operations.
25 Q Okay. And with respect to any particular

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1 field staff, are there reports generated by or about
2 the staff that you review on a regular basis?
3 MR. STEINBERG: Objection.
4 A So the answer would be yes. I do review
5 quite a number of reports.
6 Q What types of reports do you review?
7 A I guess it would be all reports that are
8 produced by field staff. It varies from day-to-day.
9 Q Okay. That includes field reports?
10 A Yes, sir. That's correct.
11 Q Does it also include time cards?
12 A Yes, sir. It does.
13 Q Okay. And what is the expectation with
14 respect to field staff about when they're supposed to
15 submit field reports?
16 A Generally, we ask them to complete the field
17 reports on the project, the respective project. And
18 we ask them to submit them within 48 hours, which is a
19 policy that we have amended to include up to 20 -- no
20 more than 24 hours at this time.
21 Q And with respect to time cards, when are
22 field staff supposed to submit time cards?
23 A We request that our field staff submit to
24 the office no later than Monday afternoon.
25 Q Okay. And that's for the prior week?

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1 A Yes. For the workweek prior.
2 Q All right. I'm going to share my screen
3 with you just to show you some documents.
4 Can you see that document titled Quality
5 Systems Manual?
6 A Yes, sir.
7 Q Okay. And for the record, this was
8 previously marked as Deposition Exhibit 2.
9 (Exhibit 2 was previously marked for
10 identification.)
11 And as you can see at the top, this is a
12 38-page document. And this particular document
13 indicates at the bottom a date of December 16, 2020,
14 revision 7.
15 Do you see that?
16 A I do. Yes.
17 Q Okay. Are you familiar with this document?
18 A I am generally familiar with it.
19 Q So just going down to page 19. This is a
20 one-page job description for the title senior field
21 concrete technician/QC manager. Do you see that?
22 A Yes.
23 Q And is this your job description?
24 A Yes. I would agree.
25 Q Okay. And then, if we go right below that,

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1 there's what appears to be a one-page resume for you.
2 Do you recognize this document?
3 A Yes, I do.
4 Q And did you prepare this?
5 A Yes, sir. I did.
6 Q And was this accurate as of December 16,
7 2020?
8 A Yes, sir.
9 Q Next, I'm showing you what was previously
10 marked as Exhibit 3, which is a one-page document
11 titled UTS Safety Policy and Procedures.
12 (Exhibit 3 was previously marked for
13 identification.)
14 Do you recognize this document?
15 A Yes, sir. I do.
16 Q Okay. And in the section where it says
17 safety checks at the bottom, it says, a UTS
18 representative will make on-site safety checks on each
19 employee without prior notice multiple times a year.
20 Any employee not wearing any or part of the required
21 PPEs or working, unsafely, will be subject to
22 disciplinary actions up to and including termination.
23 Did I read that right?
24 A I would agree you did.
25 Q Okay. And does that happen?

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1 A Yes, sir. It does.
2 Q How often --
3 MR. STEINBERG: Sorry. I'm just going
4 to object to the form of that question. I understand
5 there is an answer.
6 MR. CHURCHILL: Okay.
7 BY MR. CHURCHILL:
8 Q How often are safety checks conducted for
9 any particular field staff?
10 A On average, I would say two times a year or
11 so.
12 Q Okay. And who performs those safety checks?
13 A Safety checks would be performed by any
14 management or our safety officer Bob Sasso.
15 Q Okay. So do you sometimes perform those
16 safety checks?
17 A I include a safety checklist in my site
18 visits, but I am not primarily responsible for the
19 safety checks.
20 Q Okay. How often do you conduct site visits?
21 A As often as I am able to.
22 Q Okay. So I understand that your schedule
23 and specific work varies from week-to-week. But in a
24 typical week, how many site visits would you conduct?
25 And you can provide a range if that's easier.

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1 A Sure. I could say as few as two and as
2 upward is probably ten on a given week.
3 Q All right. Let me show you now a one-page
4 document which previously was marked as Exhibit 9.
5 (Exhibit 9 was previously marked for
6 identification.)
7 This is a one-page of what appears to be a
8 timesheet. Do you see this?
9 A Yes, sir. I do.
10 Q And do you recognize this as a timesheet in
11 this case for Mr. Jefferson?
12 A Yes, I do.
13 Q Okay. And is this a standard form of the
14 timesheet that field staff used?
15 A It is a standard Excel file that is used,
16 but not all of our field staff use a similar format.
17 Q So when you say "not all," field staff use a
18 similar format, what do you mean?
19 A Some submit word documents. Some submit
20 Excel files. Some submit handwritten.
21 Q Okay. Regardless of the type of file that's
22 submitted, the information is the same?
23 A Yes.
24 Q And so, this is an example of a timesheet
25 that you would review on a weekly basis for each

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1 employee?
2 A Correct.
3 Q Okay. And when you're reviewing employee
4 timesheets, what are you actually looking at?
5 A I am adding totals. Looking at reports if
6 they've been submitted to verify that the times line
7 up with the time shown on the time card. Looking at
8 the expense calculations to make sure that they add up
9 correctly and they're in line with company policy.
10 Q Okay. When you say that you're looking to
11 make sure the times line up with the time card, what
12 do you mean by the "time card"?
13 A Well, the reports. The times on their time
14 cards line up with the reports if they've been
15 submitted by the field inspector. And also, we use
16 our dispatch log to verify the start times of each
17 project.
18 Q Can you explain what you mean by "dispatch
19 log"?
20 A Yes. So our system functions by respective
21 clients calling and scheduling inspections throughout
22 the dispatch line. That order is then generated into
23 our system, and a paper slip, as well as a digital
24 copy, are maintained to show the times of the
25 respective jobs. Whatever time our client is asking

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1 us to have our technician, field staff, inspector,
2 engineer on-site.
3 Q Okay. So on a particular day, if a field
4 staff was supposed to be at a site at 7:00 a.m., say,
5 is the field technician expected to call UTS to report
6 that they've arrived on the site?
7 A No. The expectation is that they will
8 arrive approximately 30 minutes before the scheduled
9 start time in order to prepare for the inspection or
10 testing that they are being asked to perform.
11 Q And then, when they complete their work at
12 that job site, is there an expectation that they
13 contact UTS to report that they are leaving the job
14 site?
15 A Yes.
16 Q And who is the field staff supposed to call?
17 A They are to call our dispatcher.
18 Q Okay. Who is the dispatcher?
19 A His name is Robert McAnespie. His nickname
20 is Charlie.
21 Q And how long has Charlie been in that role?
22 A I'm going to estimate because I don't know
23 exactly. I want to say 35 plus years.
24 Q And to your knowledge, when field staff call
25 Charlie to report that they're leaving a job site,

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1 does Charlie make any record of that?
2 A Certainly. He would assign them to their
3 next project.
4 Q Okay. So looking again at Exhibit 9, this
5 timesheet. If we look at the top row, for example,
6 the first one for which there is data that's for
7 September 14, 2019. Do you see that?
8 A Yes, sir. I do.
9 Q And if we go over to the right where it says
10 mileage expenses, there it says 2590. Do you see
11 that?
12 A Yes, sir. I do.
13 Q And what does that mileage expense supposed
14 to reflect?
15 A On this specific? Are you asking for this
16 specific time card?
17 Q Yes.
18 A Okay. On this specific time card, it should
19 represent 35 cents per mile from the City of
20 Leominster to the project site in Billerica.
21 Q Okay. And then is it measuring the distance
22 from Leominster to the job site or a roundtrip?
23 A It should be in roundtrip.
24 Q Okay.
25 MR. STEINBERG: I just object to the

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1 form.
2 Are we speaking generally or about a
3 particular time entry here?
4 MR. CHURCHILL: I was asking about this
5 particular time entry.
6 MR. STEINBERG: Okay.
7 BY MR. CHURCHILL:
8 Q And why, in this case, is it Leominster?
9 A Because Mr. Jefferson had a unique work
10 agreement with UTS ownership in order to gain his
11 employment and compensated him separately than we
12 compensated our general field staff or our normal
13 field staff.
14 Q So for mileage purposes, his starting point
15 was Leominster, right?
16 A Yes. Where are general field staff would be
17 based either out of Stoneham or our South Shore office
18 or southern office of Easton.
19 Q Okay. So everybody had a starting point,
20 but there just were different starting points, right?
21 A Correct.
22 Q All right. Let me show you the next
23 document, which is a one-page document that previously
24 was marked as Exhibit 10.
25 //

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1 (Exhibit 10 was previously marked for
2 identification.)
3 Do you recognize this document?
4 A Yes. It looks like a field report.
5 Q Okay. And does this appear to be a standard
6 field report like what you described earlier?
7 A For the type of work that is being performed
8 in this report, yes.
9 Q Okay. And when you indicated before that
10 the amount of time that the field employee worked is
11 reflected on the field report, is that reflected at
12 the bottom here where it says time, seven hours?
13 A It is incorrectly reflected.
14 Q Well, get to that later. But that's what
15 you were referring to in terms of looking at what the
16 field report says about the amount of time?
17 A Yes. It shows an amount of time and not the
18 on-time and off-time that is required.
19 Q Can you explain what you mean by that?
20 A Our field reports are set up in a way that
21 our field staff will indicate both their arrival time
22 and their departure time from each specific site, not
23 just a lump sum of hours that was spent on the site.
24 Q Okay. So are you saying that this field
25 report should have had two separate entries: the

Page 21

1 starting arrival time and departure time?
2 A Yes, sir. It was simply identified as time
3 on: Time off:
4 Q Gotcha. So did you instruct Mr. -- this is
5 a field report that you would have reviewed. Is that
6 right?
7 A Either myself or someone else from
8 management. I don't recall if I reviewed this exact
9 one myself.
10 Q Did you ever instruct Mr. Jefferson to
11 change his reports so that it had time on and time
12 off?
13 A I did not.
14 Q Do you know if anybody did?
15 A I know he would have been instructed to do
16 so during his training period with us.
17 Q Did you conduct that training?
18 A I did not.
19 Q Do you know who did train him?
20 A I don't know, off the record. I can presume
21 who it was, but I don't know for sure.
22 Q And were you present for any of that
23 training?
24 MR. STEINBERG: Objection.
25 A No, sir.

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1 Q And when you say you can "presume" who it
2 would be, what's your thought about who it would be?
3 A It would most likely have been our soils
4 department manager.
5 Q And who was that in 2018?
6 A Graham Ingallina.
7 Q And why would it most likely have been him?
8 A Graham --
9 MR. STEINBERG: Objection.
10 Go ahead.
11 THE WITNESS: Graham is an intermediary
12 manager that handles that section of our business.
13 BY MR. CHURCHILL:
14 Q Okay. And have you ever done training of
15 new employees?
16 A Yes.
17 Q And are there written materials that are
18 used for purposes of that training?
19 A Yes.
20 Q Is there a training guide?
21 A Yes.
22 Q How long has there been a training guide in
23 place?
24 A I started with UTS in 2005, and it was
25 existing at that time.

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1 Q And what types of topics generally are
2 discussed or addressed in the training guide?
3 A Employee conduct, responsibilities,
4 reporting, calling into the office, arrival on-site,
5 leaving on-site instructions, who to check in with.
6 And then general field procedures as far as the
7 testing and inspections that they're being trained on.
8 Q Okay. So it sounds like what you're
9 describing is something different than the employee
10 handbook. Is that correct?
11 A That training would include the employee
12 handbook as well.
13 Q Okay. But there would be other things
14 besides the employee handbook?
15 A Yes.
16 Q Okay. How long does that initial training
17 take?
18 A It is dependent on the employee.
19 Q Why?
20 A Aptitude.
21 Q So what is the range of time that it would
22 take to train an employee?
23 A I would estimate it to be two weeks up to 90
24 days.
25 Q Okay. And when an employee is done with

Page 24

1 training, is there a record put into their file to
2 reflect that they've completed training?
3 MR. STEINBERG: Objection.
4 MR. CHURCHILL: You can still answer.
5 THE WITNESS: Generally, they're given
6 or issued equipment, and there's no record, but there
7 would be a record of the issuance of certain
8 equipment.
9 BY MR. CHURCHILL:
10 Q So they would not be issued certain
11 equipment until they've completed training. Is that
12 right?
13 A Correct. They would not be able to conduct
14 independent testing and inspections until they fully
15 understood company procedures.
16 Q All right. I'm showing you another document
17 that previously was marked as Exhibit 12.
18 (Exhibit 12 was previously marked for
19 identification.)
20 This is a one-page document titled Inspector
21 Warning Notice. Do you see this?
22 A Yes, sir. I do.
23 Q And with all respect to the handwriting on
24 this document, do you recognize this form?
25 A Yes, sir. I do.

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1 Q And what's the purpose of the form?
2 A Written documentation of inspection --
3 inspectors in not performing their duties according to
4 company policy.
5 Q Okay. And is that your signature on this
6 document at the bottom left above where it says UTS
7 manager?
8 A Yes, sir. That's correct.
9 Q And this particular notice was issued to Mr.
10 Jefferson for passing reports in late. Is that right?
11 A Yes, sir.
12 Q Did you ever issue any other inspector
13 warning notices to Mr. Jefferson?
14 A I attempted to, but I was not permitted to.
15 Q Okay. Can you explain what you mean?
16 A Yes. I, in my own travels and site visits
17 over the course of a similar time period to this, fall
18 of 2019, made several site visits to projects that Mr.
19 Jefferson was assigned to or supposed to be at. And
20 in doing so, discovered he was not present on that
21 site.
22 I've got a couple of examples that come to
23 mind that I -- where I visited the site, and the site
24 was closed with no work being performed or no work
25 that required our services being performed.

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1 I noted the time and then proceeded to, I
2 guess, wait for Mr. Jefferson's time submissions for
3 those respective projects.
4 Approximately a week later, when he
5 submitted his time card, I discovered that Mr.
6 Jefferson had grossly exaggerated his times that he
7 was present on-site at these respective jobs that I
8 was able to witness myself.
9 Q Okay. And this was, you said, around
10 September 2019?
11 A Yes, sir.
12 Q And what did you do based on that
13 information?
14 A I deducted the hours that he exaggerated
15 from his time card. I had conversations with UTS
16 management, particularly Bryan Crabtree, and indicated
17 that I had lost confidence in Mr. Jefferson and
18 suggested that the company terminate him.
19 Q Okay. When you said you had contact or had
20 conversation with UTS management, was there anybody
21 else besides Bryan Crabtree that you discussed this
22 with?
23 A No, sir.
24 Q Okay. And how many discussions with Mr.
25 Crabtree did you have -- with Bryan Crabtree, did you

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1 have at that time on this topic?
2 MR. STEINBERG: Objection to form.
3 Q I'm sorry. What did you say?
4 A Could you clarify whether you're asking
5 about the reports being passed in late or his
6 exaggeration of his times?
7 Q The exaggeration of his times.
8 A I would say there was one specifically that
9 I remember.
10 Q Okay. And as best you can remember, what
11 did you say to Mr. Crabtree, and what did Mr. Crabtree
12 say to you?
13 A I indicated to Bryan that I had satisfactory
14 evidence to terminate Mr. Jefferson based on what I
15 witnessed and that he was essentially stealing from
16 the company. And I indicated that it would be in our
17 best interest to get rid of him as in terminate.
18 Mr. Crabtree, at that point, indicated to me
19 that Andrew possessed a certain skill set that we had
20 bid and won awards to a large number of projects that
21 we needed him on. And unfortunately, we could not
22 afford to terminate him because it would result in a
23 direct loss of business for us. And essentially, we
24 needed to tolerate his behavior.
25 Q Do you recall anything else that you said to

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1 Mr. Crabtree or that he said to you during that
2 conversation?
3 A No. It was a fairly light conversation. It
4 was, you know, real quick in the office, and I took my
5 marching orders as such. If it was up to me, I would
6 have terminated him immediately.
7 Q Okay. Prior to the time you had that
8 conversation with Mr. Crabtree, had you discussed the
9 issue with Mr. Jefferson?
10 A Him and I had a brief conversation about
11 tightening up his reporting practices.
12 Q Okay. With respect to those two incidents
13 that you described where you went to the site and
14 observed that the sites were closed or otherwise you
15 didn't observe him there. Did you discuss those two
16 dates specifically with Mr. Jefferson?
17 MR. STEINBERG: I'm going to object to
18 the extent that it mischaracterizes the prior
19 testimony.
20 I don't know that the witness stated it
21 was only two incidents. But you can go ahead, Mike.
22 A So the answer to your question is yes. I
23 did, in fact, discuss it with him both verbally and in
24 email about those two particular dates. And there
25 were others that I can remember as well that weren't

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1 in the same week that we're discussing now.
2 Q Okay. And with respect to the week that we
3 were discussing, what did Mr. Jefferson say with
4 respect to those two dates or those two incidents?
5 A I don't recall his response exactly. I can
6 paraphrase it as it was something of a mistake.
7 Q Okay. Other than those two incidents that
8 you described, how many other occasions were there
9 when you went to a job site and determined that Mr.
10 Jefferson was not there when he reported that he was
11 there?
12 A There is a total of at least three to four
13 that I am personally aware of.
14 Q Okay. And what were the other occasions
15 besides the ones -- the first two that you described?
16 Were they before or after those two?
17 A I believe before and after.
18 Q And were all of these occasions in and
19 around the fall of 2019?
20 A Yes.
21 Q Were there ever any occasions after the fall
22 of 2019 when you went to a job site and observed that
23 Mr. Jefferson was not there when he said he was there?
24 A Yes.
25 Q And when?

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1 A I want to say early summer of 2020. Mr.
2 Jefferson had been assigned to some projects local
3 that made it a little bit easier to get to.
4 Q Okay. And do you recall any other incidents
5 after the fall of 2019 other than that one in the
6 early summer of 2020?
7 A Are you asking that I personally witnessed?
8 Q Yes.
9 A It was the summer of 2020. I believe you
10 said summer of 2019.
11 Q No. I know you said summer of 2020. I was
12 asking after the fall of 2019, which is what we had
13 been talking about before.
14 You said there was another incident in and
15 around the early summer of 2020.
16 A Yes.
17 Q Were there any other occasions other than
18 that one after the fall of 2019?
19 A None that I personally witnessed.
20 Q And that one in the early summer of 2020,
21 where was that?
22 A It was Revere, Massachusetts.
23 Q And did you discuss that incident with
24 anybody?
25 A Again, no. I had been -- I had been told to

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1 let him go, essentially because we were so backed up
2 with work that we needed to allow what he was doing,
3 as unfortunate as that is.
4 Q Did you discuss that incident from the
5 summer of 2020 with Mr. Jefferson?
6 A No.
7 Q Okay. So going back to what we were looking
8 at as Exhibit 12, the inspector warning notice.
9 To your knowledge, this is the only written
10 inspector warning notice that was issued to Mr.
11 Jefferson. Is that right?
12 A To my knowledge, yes, sir.
13 Q Did Mr. Crabtree instruct you that you could
14 not issue an inspector warning notice to Mr. Jefferson
15 regarding his attendance at job sites?
16 A No. I never requested to issue a warning
17 notice. I requested to terminate him.
18 Q Okay. So why didn't you at least put a
19 notice in the file to record that incident and
20 subsequent incidents?
21 MR. STEINBERG: Objection to form.
22 A We were instructed that we had to tolerate
23 his behaviors because of the necessity of the workload
24 we had and the necessity of his particular skills that
25 we just did not document it even though we knew it was

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1 going on.
2 Q Let me show you the next document, which is
3 a 27-page document. This was previously marked as
4 Exhibit 16 which is titled, Answer to Plaintiff's
5 First Amended Class Action Complaint and Jury Demand
6 and Counterclaim.
7 (Exhibit 16 was previously marked for
8 identification.)
9 Have you seen this document before?
10 A Yes.
11 Q When did you first see it?
12 A Just the other day in review with my
13 attorneys.
14 Q Let's go to page 20. And you see, there's a
15 section here that begins Jefferson misrepresented his
16 travel expenses and hours at work.
17 A Yes, I do.
18 Q And did you review that section when you
19 looked at this the other day?
20 A Yes.
21 Q And if we go down to page 22, paragraph 40,
22 it says, throughout his employment with UTS, Jefferson
23 also routinely and deliberately falsified information
24 on his timesheets regarding the hours he worked and
25 traveled for work.

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1 Do you see that?
2 A Yes, sir. I do.
3 Q And if I understand your testimony from
4 before, in terms of incidents where you personally
5 observed that he was not at a job site when he
6 reported that he was, you personally observed that
7 about three to four times. Is that right?
8 A Yes. That's accurate.
9 Q And did other people report to you that they
10 likewise had gone to his job site and observed that he
11 wasn't there when he said he was?
12 A Yes. However, they were not all employees
13 of UTS.
14 Q Okay.
15 A We frequently received calls from clients
16 asking the whereabouts of their inspectors because
17 they hadn't arrived at the times that they were
18 requested or they had visited the site and then left
19 without permission.
20 Q All right. When you say you "frequently
21 received calls" like that, did you mean about all
22 field staff or just about Mr. Jefferson?
23 A In this particular instance with regards to
24 the statement that you asked me to read, I'm referring
25 to Mr. Jefferson.

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1 Q Okay. And did you receive calls like that
2 for other field staff as well?
3 A Yes, from time-to-time we did.
4 Q Okay. And with respect to Mr. Jefferson,
5 who else reported to you that they observed a job site
6 and did not see Mr. Jefferson when he reported that he
7 was there?
8 MR. STEINBERG: Objection to form.
9 A I don't remember all their names.
10 Q It's okay. Do you remember any names?
11 A I don't. We have clients that we work with,
12 and its snapshots in time. There are so many of them
13 that I don't remember.
14 Q Okay. Did you ever make any notes of any of
15 the occasions -- on any of the occasions when anybody
16 else reported to you that Mr. Jefferson was not at a
17 job site when he reported that he was?
18 A Absolutely. And I would save them until the
19 process of the following week's time cards.
20 Q Do you still have those notes?
21 A No, sir. They would have been destroyed
22 following completion of payroll for that respective
23 week.
24 Q When you got those reports, what action did
25 you take?

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1 A I would simply mark down the times that we
2 were told that he wasn't there and wait to see just
3 how bad the story he was telling was.
4 Q Okay. And would you then adjust his time
5 cards to be -- did you change them in any way?
6 A Yes. If he indicated that he was on-site at
7 a time that was prior to our client calling, saying he
8 was not, I would adjust it to the time that the call
9 came in.
10 Generally, I would afford him that call in
11 time as the time of arrival.
12 Q Okay. So whenever you got information
13 reporting to you that he was not at the job site at a
14 particular time, you took some type of corrective
15 action with respect to his time?
16 A Yes, sir.
17 Q So looking back at Exhibit 16, starting at
18 42, it says, for example, Jefferson claimed in his
19 time entries for September 19, 2019, that he arrived
20 at his job site -- at his first job site at 7:00 a.m.
21 and stayed there until 2:00 p.m.
22 Do you see that?
23 A Yes, sir. I do.
24 Q And then the next paragraph 43 says,
25 however, when a UTS representative went to the job

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1 site during the morning of September 19, 2019, the
2 representative found that Jefferson was not there and
3 learned that Jefferson had left the worksite at 9:00
4 a.m. Thus, Jefferson falsely reported working five
5 more overtime hours than he actually did, which
6 equated to \$225.00.
7 Do you see that?
8 A Yes, sir. I do.
9 Q Are you the representative referred to in
10 that paragraph?
11 A So in regards to this particular instance,
12 my memory is foggy. I believe it would have been me,
13 but it may have been someone else.
14 Q Okay. And when it says the representative
15 learned that Jefferson had left the worksite at 9:00
16 a.m., how was that the case? What information was
17 provided?
18 A That information would have come from the
19 project site superintendent, that would have indicated
20 to us that our technician had left their site.
21 Q Okay. If Mr. Jefferson had returned to his
22 car to work on a field report, would that constitute
23 being at the site?
24 A After his work has been completed, are you
25 asking?

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1 Q After his work on-site had been completed,
2 if he had then returned to his car and proceeded to
3 work on a report or make notes, for example, would
4 that constitute being on-site?
5 A For the 15 to 30 minutes that it would take
6 to assemble those reports or notes, I would say yes.
7 That would constitute being on-site.
8 Q Then, if we go onto the next paragraph 44,
9 it says, by way of further example, Jefferson claimed
10 that his entry for January 30, 2020, that he incurred
11 one hour of travel time and associated mileage
12 expenses in connection with a soil sample drop off.
13 Do you see that?
14 A Yes, sir. I do.
15 Q And then it says, however, Jefferson did not
16 drop off any soil sample on January 30, 2020.
17 Do you see that?
18 A Yes, sir. I do.
19 Q And are you familiar with this -- with these
20 allegations?
21 A Yes, sir. I am.
22 Q And do you know how was it determined that
23 Mr. Jefferson allegedly did not drop off any soil
24 sample on January 30, 2020?
25 A Yes.

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1 Q How did you learn --
2 A Would you like me to explain?
3 Q Yes.
4 A Okay. So on January 30, 2020, as indicated
5 by Mr. Jefferson to us on his timesheet, he determined
6 that or he presumed to state that he came back to our
7 office to drop off a soil sample.
8 However, I personally witnessed him the
9 following morning dropping off the soil sample and it
10 being logged in by our soils department as received on
11 the following day, in the morning, the following
12 morning of the day that he indicated.
13 Q Did you ask Mr. Jefferson about that issue?
14 A No, I did not.
15 Q Did you take any other action?
16 A No. I was told I couldn't.
17 Q Did you discuss that incident with anybody?
18 A No.
19 Q Did Mr. Jefferson claim miles for dropping
20 off the soil sample on the next day, January 31?
21 A I don't recall without seeing his time card.
22 Q If we go up to page 21, paragraph 29, it
23 says, beginning on or about October 5, 2018, and
24 continuing through the subsequent two-year period into
25 at least October 5, 2020, Jefferson routinely and

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1 deliberately falsified the amount that is claimed
2 reimbursable mileage in the weekly timesheets he
3 submitted to UTS.
4 Do you see that?
5 A Line item 29, you're asking about?
6 Q Yes.
7 A Yes, sir. I do.
8 Q And did that issue come to your attention at
9 some point during Mr. Jefferson's employment?
10 A Yes.
11 Q And when did it first come to your
12 attention?
13 A I would say the exaggerated mileage expense
14 and times became increasingly noticeable early on in
15 his employment and continued throughout the duration
16 of his employment.
17 Q How did the issue of the allegedly excessive
18 mileage reimbursement request come to your attention?
19 A Well, in reviewing some of Andrew's
20 timesheets, I began noticing that he was indicating
21 that he traveled to different projects, multiple
22 projects in the course of a single day. And that the
23 timelines of him arriving at the first project, being
24 at the first project to conduct the respective amount
25 of work, traveling to the second project with traffic

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1 and distance and mileage, it started not to add up as
2 to being even feasible to accomplish.
3 I couldn't imagine how driving from western
4 Mass down to the Cape, up through Boston, and then
5 back out west up by 90 would be achievable in a four-
6 or five-hour window and be accomplished with the hour
7 and a half or hour or two-hour times that he was
8 indicating on his time card for time spent on-site.
9 It didn't seem realistic or even possible to travel at
10 that manner.
11 Q All right. And did you reach this
12 conclusion prior to the fall of 2019?
13 A Yes.
14 Q And when you first made this observation,
15 what action did you take?
16 A I began where possible, spending more time
17 evaluating Andrew's time and time spent through his
18 timesheet. However, I will say it was made
19 increasingly difficult by two key elements in Andrew's
20 behavior.
21 One was Andrew was habitually late with
22 submitting his reports which prevented us from
23 cross-checking his timesheets with the previous week's
24 reports.
25 And he also had a habit of submitting his

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1 timesheet later than the required Monday timeframe in
2 our company policy which really limited my window of
3 opportunity to spend as much time as probably should
4 have been given to his falsities.
5 Q Okay. So my question, though, was when you
6 first learned of this issue, which is at some point
7 prior to the fall of 2019, right?
8 A Sure. Yes.
9 Q So it was prior to the conversation you
10 testified about earlier that you had with Bryan
11 Crabtree about the time-on-site, right?
12 A Yes.
13 Q And so, when this issue first came to your
14 attention, what action did you take?
15 A I sat back and watched and observed what I
16 was being told in order to formulate some decision and
17 opinion on Andrew's behavior, which led to the
18 physical investigation in the fall of 2019 of actually
19 visiting sites that he was assigned to and learning
20 that he was not there.
21 This particular behavior is not something
22 that just pops up out of nowhere. It was observed and
23 suspected for months before we got into actually
24 looking into what he was doing with his time on our
25 sites.

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1 There were a number of instances leading up
2 to that point where Mr. Jefferson was not being or not
3 going to sites that we even dispatched him to. He was
4 in essence scheduling his own work without our
5 knowledge, and we didn't have knowledge of his
6 whereabouts, which is not routinely accepted at UTS.
7 I mean, we ask our guys to go to the sites
8 that they're dispatched to.
9 Q So focusing on the excessive mileage issue,
10 what's your best estimate of when this first came to
11 your attention?
12 A Well, I mean --
13 MR. STEINBERG: Objection.
14 If you understand the question, then
15 you can answer.
16 THE WITNESS: So you're asking when do
17 I or when did I begin to notice the exaggerated
18 mileage? Is that correct?
19 MR. CHURCHILL: Yes. That's correct.
20 THE WITNESS: It became increasingly
21 noticeable over time with Andrew, where his expenses
22 began to inflate.
23 BY MR. CHURCHILL:
24 Q So looking at paragraph 31 in Exhibit 16, it
25 says Jefferson's mileage inflation was so brazen that

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1 during the six-day period between March 16, 2019, and
2 March 21, 2019, UTS's management identified five
3 successive daily time entries in which Jefferson had
4 submitted demonstratively false and inflated mileage
5 amounts.
6 Do you see that?
7 A Yes, sir.
8 Q And were you one of -- were you the manager
9 at UTS who identified that issue?
10 A Yes.
11 Q Okay. Was this the first time that you had
12 identified an issue of inflated mileage?
13 A No. This was the first time that it was so
14 widely brazen that it was just out in the open at this
15 point. It began to overflow.
16 I believe on this particular date, he almost
17 doubled, if not more than doubled, his expenses that
18 he was supposed to be claiming.
19 Q All right. So going back to my original
20 question, which is, when did you first conclude that
21 there was an issue with respect to Mr. Jefferson
22 claiming excessive miles?
23 MR. STEINBERG: I'm going to object
24 because I think this has been asked and answered at
25 this point.

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1 MR. CHURCHILL: You can still answer,
2 Mr. Garland.
3 THE WITNESS: I would say sometime
4 prior to this March 16th week.
5 BY MR. CHURCHILL:
6 Q Okay. Can you say anything more precise
7 than that?
8 MR. STEINBERG: Same objection.
9 MR. CHURCHILL: You can still answer
10 subject to the objection, Mr. Garland.
11 THE WITNESS: I cannot be more precise.
12 It was sometime before that March 16. I don't know
13 how long.
14 BY MR. CHURCHILL:
15 Q If we look at paragraph 29 on this exhibit,
16 it says, beginning on or about October 5, 2018.
17 Do you see that?
18 A Yes.
19 Q Do you know where that October 5, 2018, date
20 comes from?
21 A The start of his employment maybe.
22 Q Do you know where it comes from?
23 A I don't. No.
24 Q Okay. So when you discovered this six-day
25 period in March of 2019, what action did you take?

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1 MR. STEINBERG: Objection to form.
2 You can answer, Mike.
3 A I believe I adjusted his mileage to the
4 correct expense calculations.
5 Q And how were you able to do that?
6 A Using a reliable source such as Google Maps
7 to calculate the distance traveled from his respective
8 starting point to the project addresses that he
9 indicated he visited.
10 Q Okay. Did you discuss the issue with any
11 other managers at UTS at that time?
12 A Not that I recall.
13 Q Did you discuss the issue with Mr.
14 Jefferson?
15 A I don't know if it was this issue
16 particularly that I discussed with him.
17 Q Okay. Did you ever discuss the issue of
18 excessive mileage with Mr. Jefferson?
19 A We had a brief verbal conversation.
20 Q And do you recall if that conversation was
21 around March of 2019, before that time, or after that
22 time?
23 A I'm not exactly sure. I could speculate and
24 say it was most likely either this March timeframe or
25 the October -- September timeframe later in this year.

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1 Q And what did you say to Mr. Jefferson, and
2 what did Mr. Jefferson say to you on that occasion?
3 A I attempted just to keep it light and say,
4 hey, you know, kind of tighten up your expenses and
5 don't get, you know, too crazy with it. You've got to
6 make sure they're accurate.
7 Q And what did he say?
8 A I do not recall.
9 Q Do you recall anything else you said to him,
10 or he said to you on that occasion?
11 A No, sir.
12 Q Did you ever say to him it looks like your
13 mileage is like twice as much as it's supposed to be?
14 A I don't recall.
15 Q And when you said you made adjustments based
16 on a reliable source like Google Maps, how did you
17 know the starting and ending points in order to
18 calculate mileage?
19 A We have the project addresses in our
20 computer system at my leisure directly in front of me
21 at my desk when I'm calculating. And we use
22 Leominster as the starting point for Mr. Jefferson
23 based on his unique work agreement with UTS ownership.
24 Q All right. If we look down further on page
25 21 of Exhibit 16, paragraph 33 says, for example, on

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1 February 4, 2019, Jefferson submitted to UTS a request
2 for reimbursement for 338 miles.
3 And then paragraph 34, however, on February
4 4, 2019, Jefferson only traveled 174 miles in
5 connection with his UTS employment.
6 Do you see that?
7 A Yes, sir. I do.
8 Q Okay. And did you personally do the
9 analysis to determine that his request for
10 reimbursement was excessive?
11 A I would have assessed his time card. I
12 don't know if I made any adjustments to it on this
13 particular date.
14 Q Did you keep notes of all the occasions when
15 you determined that Mr. Jefferson had made an
16 excessive request for mileage reimbursement?
17 MR. STEINBURG: I object to the extent
18 the question doesn't have any temporal scope.
19 MR. CHURCHILL: You can still answer,
20 Mr. Garland.
21 THE WITNESS: No. I personally felt
22 there was no need to keep notes because it happened so
23 frequently that I just expected it to happen.
24 BY MR. CHURCHILL:
25 Q Okay. So you knew this was an issue as far

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1 back as 2018, right?
2 A I believe it was 2019. So early 2019 is
3 when I started to pick up on it.
4 Q And did there ever come a point when you
5 stopped being concerned about this issue?
6 A Are you asking me personally, or are you
7 asking me as my role as the quality control manager
8 for UTS?
9 Q I'm asking, did you ever conclude that --
10 well, in your mind, did this issue continue up until
11 the time Mr. Jefferson left UTS's employment?
12 A Sir, in my mind, this began at the start of
13 Andrew's employment and continued through the entirety
14 of it.
15 Q So you thought during that entire period he
16 was not providing reliable information about the hours
17 he was on-site or the miles he was driving?
18 A Yes.
19 Q And that's what you believed during his
20 employment?
21 A Correct.
22 Q And you conveyed that to others at UTS like
23 Bryan Crabtree, right?
24 A I conveyed to Bryan that we should terminate
25 Mr. Jefferson because he was unreliable and

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1 untrustworthy.
2 Q Okay. Did you ever have any -- let me show
3 you what is going to be marked as Exhibit 24.
4 (Exhibit 24 was marked for
5 identification.)
6 This is a two-page document. The top one is
7 an email from you to Mr. Jefferson on October 2, 2019.
8 Do you see this?
9 A Yes, sir. I do.
10 Q And if we scroll down, the first email is
11 one from Mr. Jefferson to you also on October 2, 2019,
12 right?
13 A Yes. I see that.
14 Q And in your email, at the top in the second
15 paragraph, it says, "FYI this week there are (2) hours
16 being deducted from 9/25/19 99 Moody St Waltham as the
17 site was closed at 2:35 pm and (.5) hours being
18 deducted from 9/26/19 147 Coddington St Quincy as the
19 site was also closed just prior to 3:00 pm."
20 Do you see that?
21 A Yes, sir. I do.
22 Q And are you aware of any other emails like
23 this where you reported to Mr. Jefferson on
24 adjustments that were made to his time?
25 A I don't recall of any others.

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1 Q I'm showing you now what's going to be
2 marked as Exhibit 25, which is an eight-page document.
3 It appears to be text message screenshots.
4 (Exhibit 25 was marked for
5 identification.)
6 Q I'll just scroll down so you can see here.
7 Do you recognize this document?
8 A It appears to be a text thread.
9 Q And is this text thread from your phone?
10 A I'm involved in that text, but I don't know
11 if it came from my phone or -- it looks like not
12 because I'm in there as MG.
13 Q Right.
14 A So it would be from someone else's. Most
15 likely Bryan Crabtree, sir.
16 Q So looking at page 2 of the exhibit. At the
17 top, it says -- it's cut off.
18 It looks like the same section is also on
19 page 7, and in the blue box, it says, "Call you after
20 I go see our boy Andrew."
21 Do you see that?
22 A I do.
23 Q And is that what you're saying or what
24 somebody else was saying?
25 A That appears to be someone else.

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1 Q Okay. Do you know who the other person is?
2 A I believe it's Bryan Crabtree.
3 Q So Mr. Crabtree texted to you, "Call you
4 after I go see our boy Andrew." And then you
5 responded, "You're driving to Orange Ma?"
6 Is that right?
7 A I believe so. I'm trying to remember the
8 orientation of the blue and gray text under iPhone
9 context to make sure who's saying what.
10 Q You see there's pictures on this page, page
11 7?
12 A Yes.
13 Q Do you know who took those pictures?
14 A Yeah. That's Bryan's phone.
15 Q Okay. And then, if we go to page 8, there's
16 a message that says, "Shocking."
17 Do you see that?
18 A Yes, I do.
19 Q And that's from you, right?
20 A Yes, sir.
21 Q Okay. And then you wrote, "O/u 4:30 out
22 time-on-time card."
23 What does that mean?
24 A That's an indication for over or under 4:30
25 out time on his time card.

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1 Q What does that mean?
2 A That was a joking statement from me to Bryan
3 because Mr. Jefferson had exaggerated his time card so
4 frequently and so fraudulently that I was joking with
5 him trying to guess the time that he would indicate to
6 us that he worked on a project that was so clearly
7 closed in the photographs above, sir.
8 Q I see. So by over-under, you're referring
9 to like gambling terminology?
10 A No. I'm referring to over-under whether it
11 be 4:29 or 4:31, meaning before or after that
12 timeframe.
13 Q So you meant it as in approximately?
14 A Yeah.
15 Q Okay. And then you wrote, "Are we giving
16 Jefferson those 5 hours back?"
17 Do you see that?
18 A Yes, I do.
19 Q And what were you referring to there?
20 A I believe it was five hours that were
21 removed from his time card for a seven-hour entry that
22 was actually a two-hour entry.
23 Q And did you know what Mr. Crabtree's
24 response was to that question?
25 A It looks like it was a meme of some sort, or

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1 the answer was given later on in a phone call.
2 Q Did you have any involvement in determining
3 what UTS's mileage reimbursement rate would be?
4 A No, sir.
5 Q Okay. So you've never had any involvement
6 with respect to determining what the rate would be?
7 MR. STEINBERG: Objection. Asked and
8 answered.
9 THE WITNESS: I'm sorry. I didn't hear
10 that, Michael.
11 MR. STEINBERG: I objected because I
12 believe that's the same question that was just asked a
13 moment ago, and I believe that you answered it.
14 But you can go ahead, Mike, subject to
15 my objection.
16 THE WITNESS: I'd like to ask for
17 clarification. If you're asking me, Mr. Churchill, if
18 I had any involvement in setting the precise mile rate
19 per mile paid by UTS?
20 MR. CHURCHILL: Yes.
21 THE WITNESS: The answer is, no, sir.
22 MR. CHURCHILL: Okay.
23 BY MR. CHURCHILL:
24 Q Did you ever have discussions with anybody
25 where they explained to you how they determined what

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1 the rate would be?
2 A Could you clarify what you mean?
3 Q Sure. Do you know who set the rate -- the
4 mileage rate?
5 A I do not know exactly who it was. I believe
6 it was ownership. I just don't know who was involved
7 with it.
8 Q And did anybody from ownership ever tell you
9 what basis they used to determine what the mileage
10 reimbursement rate would be?
11 MR. STEINBERG: Yeah. I'm just going
12 to object to this and the last question because the
13 timeframe is left completely ambiguous, and so it's
14 not clear to me.
15 Go ahead, Mr. Garland.
16 MR. CHURCHILL: Well, I think just to
17 clarify, I'm asking if they ever had a conversation
18 like that. If the answer is no, then that answers the
19 timeframe question.
20 MR. STEINBERG: Right. I understand
21 that, Steve.
22 But my concern is, you're referring to
23 the mileage rate, and there were, as we know,
24 different mileage rates at different points in time.
25 So the question -- I'm still objecting to the form

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1 because I think it's -- it's vagueness and an
2 ambiguity issue.
3 MR. CHURCHILL: Okay.
4 BY MR. CHURCHILL:
5 Q Let me ask it this way then. Regardless of
6 what the rate was, whether it was 35 cents, 48 cents,
7 or whatever, did anybody from management ever tell you
8 what basis they used to set any particular mileage
9 reimbursement rate?
10 A Not that I remember, sir.
11 Q Let me show you what will be marked as
12 Exhibit 23.
13 (Exhibit 23 was marked for
14 identification.)
15 Q This is six pages. The Bates numbers on
16 this particular one we've talked about. It may be
17 confusing because they're duplicative.
18 But this is a series of memos. I believe in
19 each case to all employees from Charlie McAnespie. So
20 just to go through so you can see the pages relating
21 to mileage.
22 Have you seen this document before?
23 A I'm sorry. You changed the page too fast
24 when you were referring to the previous one.
25 Q So that's a fair point. So this is a

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1 collection of six memos. They all relate to mileage
2 reimbursement rates.
3 A Yes, sir.
4 Q So let me go to what appears to be the most
5 recent one which is from December 26, 2012. Do you
6 see this one?
7 A Yes, sir. I do.
8 Q Have you seen this document before?
9 A Yes, sir.
10 Q Okay. And to your memory, did you first see
11 this in or around December 2012?
12 A Yes.
13 MR. STEINBERG: Objection. Lack of
14 foundation.
15 Q And tell me again, when did you first start
16 working at UTS?
17 A On or about August 10, 2005, sir.
18 Q Let me show you what was previously marked
19 as Exhibit 15.
20 (Exhibit 15 was previously marked for
21 identification.)
22 Just take a minute, if you can, to read this
23 to yourself and let me know when you're done. Page 1,
24 that is.
25 A Yup.

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1 Q Okay. Do you recognize this document?
2 A I do.
3 Q And you saw it back in or around March of
4 2021?
5 A Approximately the 18th of March; yes, sir.
6 Q Okay. And prior to the time this memo was
7 issued, did Bryan Crabtree or anybody else discuss it
8 with you?
9 A Yes. Bryan had mentioned that we were going
10 to increase the mileage rate from what was then 48
11 cents up to 58 cents.
12 Q Okay. Did he tell you anything else at that
13 time about the increase?
14 A Just that it was in hopes that it would
15 cover any of the work-related expenses of our field
16 staff into make UTS a better place to work for our
17 employees.
18 Q Okay. And then, in the third paragraph, it
19 says, if you have any questions, please contact our
20 quality control manager, Mike Garland.
21 Do you see that?
22 A Yes.
23 Q Did anybody contact you with questions about
24 this?
25 A Are you asking about questions about the

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1 increase or generalized questions about the memo, sir?
2 Q Well, in response to this memo, did you get
3 any questions from any employees?
4 A I received a multitude of questions from
5 employees about where they could pick up the updated
6 58 cents per mile mileage sheet.
7 Q Okay. Were there questions on any other
8 topic?
9 A No, sir.
10 Q And, in fact, the second, third, fourth, and
11 fifth pages of this exhibit appear to be the mileage
12 sheet for the 58 cents per mile.
13 Do you see that?
14 A Yes, sir. I do.
15 Q How is this mileage -- what's the purpose of
16 this mileage sheet?
17 A It is a reference sheet.
18 Q And how are field staff supposed to use it?
19 A So they can calculate their mileage in one
20 of two ways. We really leave it up to the individual.
21 They can utilize this reference chart for simplicity
22 of calculations as it is calculated from post office
23 to post office. Or they can calculate actual mileage
24 traveled from front door of their respective office or
25 assigned office to the address of their project.

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1 Q Okay. And have you ever used this mileage
2 chart or an earlier version of a mileage chart to
3 check the miles that employees report on their time
4 cards?
5 A Yes, sir.
6 Q Okay. Is that something that you do on a
7 regular basis?
8 A Yes, sir, it is.
9 MR. CHURCHILL: All right. I think I'm
10 about done. Give me ten minutes to look through my
11 notes and documents and see if there's anything else I
12 want to ask you about.
13 So why don't we, if it's agreeable, go
14 off the record and come back at a minute or two before
15 one?
16 MR. STEINBERG: That's agreeable.
17 MR. CHURCHILL: All right.
18 THE REPORTER: Okay. We are going off
19 the record. The time is currently 12:49 p.m.
20 (Off the record.)
21 BY MR. CHURCHILL:
22 Q Prior to that memo that we looked at, the
23 one that was issued earlier this year about the
24 increase in reimbursement rate, so in prior years,
25 have any field staff ever said anything to you about

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1 the reimbursement rate?
2 A Can I ask you to define "prior years"? Are
3 you talking about as my time as a manager or as my
4 time as a field employee, I guess, is the problem?
5 Q So let me ask the broadest question first.
6 So from 2005, when you started at UTS, up
7 until the beginning of this year, did you have
8 discussions with any other field staff about the
9 mileage reimbursement rate?
10 A Sure.
11 Q By position, what other employees have you
12 had discussions about it with?
13 A The discussions were mainly during my time
14 in the field, sir. So that would be from roughly 2005
15 through 2016, I would say.
16 And those discussions in nature were
17 generally good. We all felt that it was such an added
18 benefit to have a mileage expense reimbursement that
19 was contributed to our paychecks to go toward gas
20 expense, oil changes, insurance, inspection stickers,
21 tires, brakes, whatever else it was.
22 A lot of the conversation generally included
23 estimations made by myself, other field staff that,
24 you know, if we made \$300 in expenses, we probably
25 spent a hundred to a hundred and fifty in actual gas,

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1 and the rest afforded us the ability to set that aside
2 for future expenses. And if it wasn't used for future
3 expenses, I, myself, used it for recreational expenses
4 from time-to-time; a case of beer on the weekends on
5 the way to the beach, a game of poker with the boys
6 after work on a Friday night, you know, a litany of
7 other things from time-to-time. But it was certainly
8 an added benefit that helped to accommodate, you know,
9 the oil changes, insurance, inspection stickers, and
10 various other items that were incurred.
11 Q Okay. Did you include in your analysis
12 depreciation costs?
13 A Could you define "depreciation"?
14 Q Do you know what that means?
15 A I don't understand it fully. I know when I
16 buy a car, and I drive off the lot, it loses value.
17 But I don't understand what it means in this context,
18 sir.
19 Q Okay. So when you were calculating the
20 mileage reimbursement, were you looking at how much
21 your car was depreciated in value?
22 MR. STEINBERG: I'm just going to
23 object because I don't think he said he calculated a
24 reimbursement. I don't think that was the testimony.
25 Go ahead.

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1 MR. CHURCHILL: You can still answer
2 the question, Mr. Garland.
3 THE WITNESS: Yes. I understand, sir.
4 No. I didn't really view any type of
5 depreciation in the normal wear and tear of driving my
6 vehicle, sir.
7 MR. CHURCHILL: Okay.
8 THE WITNESS: Or at least none that I
9 was aware of.
10 BY MR. CHURCHILL:
11 Q In connection with this case, have you taken
12 a look at your cell phone to see if you have any text
13 messages about or concerning Mr. Jefferson?
14 A I looked briefly, but I don't recall seeing
15 any.
16 Q When you say you "looked briefly," what did
17 you do?
18 A I typed in Andrew's name in my text box
19 search, and nothing came up.
20 Q And what setting do you have on your phone
21 in terms of how long you retain text messages?
22 A Whatever the factory setting is, sir. I
23 have no idea what that would be.
24 Q Okay. And let me share my screen with you
25 again.

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1 A Sure.
2 Q I'm showing you what was previously marked
3 as Exhibit 18, which is a two-page timesheet.
4 (Exhibit 18 was previously marked for
5 identification.)
6 That's page 1. That's page 2.
7 Do you recognize this document?
8 A Oh, yes. Absolutely.
9 Q And is the handwriting here on page 1 your
10 handwriting?
11 A Yes.
12 Q And what generally were you doing? What is
13 the handwriting reflect?
14 A I was breaking out the day of the week that
15 Andrew was indicating he worked. And then, on the
16 right-hand side, I was calculating the approximate
17 miles traveled at the -- I believe at the time, the 35
18 cents per mile rate.
19 Q All right. And if we go to page 2, is all
20 the handwriting on this document your handwriting?
21 A With the exception of the asterisk inside
22 the circle and the dash that says, per MG.
23 Q Okay. Whose handwriting is that, if you
24 know?
25 A That would be Joanne Hyde, our HR

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1 controller, sir.
2 Q And the three bullet points or dash points
3 here on the lower half, the first one says overbilled
4 expenses. Do you see that?
5 A Yes.
6 Q Can you read what the second and third one
7 say?
8 A It says no sick call to office per Charlie.
9 That's our dispatcher. And the second one says no job
10 orders or reports for Saturday, March 16, 2019.
11 Q Okay. And what did that second bullet point
12 -- what were you indicating there?
13 A That Andrew took a day of absence without
14 calling our office indicating why and then, in turn,
15 attempted to receive payment for sick time without
16 making that call.
17 Q And then what was the purpose of the entry
18 you made in the third point, no job orders reports?
19 A Yes.
20 THE WITNESS: Could I ask that you
21 scroll up to the time card just so I can make
22 reference of the job name?
23 MR. CHURCHILL: Yes.
24 THE WITNESS: Okay. Yes. So those two
25 particular days, which are a Saturday in March, Andrew

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1 indicated that he worked two jobs of which UTS had no
2 knowledge or work orders for an inspector to be
3 assigned to that project.
4 So in this instance, it's believed that
5 he arbitrarily billed us for hours that we were
6 unaware of needing an inspector or technician for that
7 time.
8 BY MR. CHURCHILL:
9 Q And did you discuss these issues with Mr.
10 Jefferson at that time?
11 A I don't recall. I believe it would have
12 been.
13 Q But you don't recall any conversation one
14 way or the other?
15 A No. I attempted to handle everything with
16 Andrew on a very friendly level because of our need to
17 keep him relatively happy and employed. So I tried
18 not to -- I tried to be more of a friend than a boss.
19 So if I mentioned something to him it would
20 have been simple in passing, you know, things need to
21 be scheduled with the dispatcher. We can't just go to
22 jobs that we don't have job orders for because, in
23 turn, I have no approval from the client to staff a
24 project for those hours.
25 Q And the message to you that you needed to,

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1 basically, be more accommodating with Mr. Jefferson,
2 that came from Bryan Crabtree?
3 A Yes.
4 Q And when is the first time he conveyed that
5 to you?
6 A It would probably be the first instance that
7 I identified Andrew exaggerating or manipulating his
8 hours or time card.
9 MR. CHURCHILL: All right. I don't
10 have any further questions. Thanks for your time.
11 THE WITNESS: Thank you.
12 MR. STEINBERG: I do have a few
13 questions for the witness, but there's a little noise
14 out there, and if you could give me just one moment,
15 I'll get rid of the noise.
16 MR. CHURCHILL: Just so you know, we
17 can't hear anything. I don't hear any background
18 noise.
19 MR. STEINBERG: Oh. You can't?
20 MR. CHURCHILL: No.
21 MR. STEINBERG: Okay.
22 THE REPORTER: Everything sounds fine
23 over here.
24 MR. STEINBERG: So I'm being paranoid
25 then. That's good. All right.

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1 EXAMINATION
2 BY MR. STEINBERG:
3 Q Mr. Garland, I just have a couple of
4 follow-up questions related to some of the testimony
5 that you've given so far today. Is that okay?
6 A Sure.
7 Q So I wanted to start with an area of
8 testimony that came out a few times which relates to
9 why, to your knowledge, UTS did not take any formal
10 disciplinary action against Mr. Jefferson for his
11 conduct related to falsification of mileage
12 reimbursements and hours, either worked or traveled,
13 do you recall?
14 I think at one point, your testimony was
15 that you were essentially told by Bryan Crabtree to
16 tolerate that or not take any action as a result of it
17 in terms of formal discipline.
18 MR. CHURCHILL: Objection.
19 You can answer.
20 A I mean, look, the behaviors that Andrew
21 engaged in, even though tolerable or being forced to
22 tolerate, were not acceptable or not in compliance
23 with our company policy and the behaviors that were
24 expected of an employee of Andrew's caliber.
25 When he signed on with us, we expected him

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1 to elevate through our ranks at a rapid pace and
2 potentially into management level to strengthen our
3 organization.
4 But it became apparent that his manipulation
5 of his times and his mileage, and his own personal
6 gain seemed to outweigh the benefits. So it did not
7 make it right. I mean, it wasn't acceptable behavior,
8 but it was something that was necessary. Almost like
9 a necessary evil because of the workload and the
10 accreditation or the level of expertise that he
11 possessed and the amount of work that acquired by
12 acquiring his services.
13 So it kind of put us -- go ahead. Sorry.
14 MR. STEINBERG: Sorry. I didn't mean
15 to interrupt you.
16 THE WITNESS: Oh. Okay. It kind of
17 put us in a difficult position. Even though we knew
18 the behavior was wrong, we needed it, or it was going
19 to cause the company harm with client relationships
20 and business.
21 BY MR. STEINBERG:
22 Q To your recollection, you mentioned just now
23 Mr. Jefferson's expertise.
24 As you sit here today, do you recall what
25 his professional background was on hire at UTS?

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1 A Sure. He was college educated with a degree
2 with a background in geotechnical work. And I believe
3 he was certified as an EIT engineer in training and
4 progressing toward a geotechnical engineering degree
5 which is something that we sought after.
6 Q Were there any other, to your recollection,
7 engineers in training at UTS other than Mr. Jefferson
8 during Mr. Jefferson's employment?
9 A Lenny Crabtree is the only other EIT that we
10 employed at that time.
11 Q So fair to say that Mr. Jefferson occupied a
12 role in which the company placed even greater trust
13 and confidence than its other field staff. Would that
14 be a fair statement?
15 MR. CHURCHILL: Objection.
16 A Sure. Sure. We had a unique level of
17 confidence in his abilities, given his background and
18 his education. And we had the belief that he was
19 elevated beyond just a typical field staff member or
20 technician performing materials testing.
21 Q And that educational background that Mr.
22 Jefferson had, just to clarify, was that an
23 engineering background?
24 A Yes, sir. I believe it was.
25 Q Now, as someone who had educational -- had

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1 undergone a course of educational instruction in
2 engineering, did the company expect that Mr. Jefferson
3 would be able to engage in the task of calculating the
4 number of miles between two different locations on a
5 map?
6 MR. CHURCHILL: Objection.
7 A Yes. I mean, it was generally understood
8 that an engineer whose fundamental basis of education
9 is in calculations that Mr. Jefferson, would
10 understand the simplicity of a mileage calculation
11 from Point A to Point B, divided by a specific rate.
12 Q At any time during Mr. Jefferson's
13 employment, did he ever express to you confusion about
14 the company's policies with respect to either mileage
15 reimbursements or reporting of hours?
16 MR. CHURCHILL: Objection.
17 A No, sir; not once.
18 Q At any time during Mr. Jefferson's
19 employment, to your knowledge, was he told that it was
20 acceptable to falsify the hours that he reported on
21 his timesheets, either hours traveled or hours worked?
22 MR. CHURCHILL: Objection.
23 A No, sir. We would have never indicated that
24 that was acceptable.
25 Q And likewise, at any time, was Mr.

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1 Jefferson, to your knowledge, given to understand that
2 it was acceptable to seek reimbursement for mileage
3 expenses in excess of those which he had actually
4 incurred?
5 MR. CHURCHILL: Objection.
6 A No, sir. We would have never indicated that
7 either.
8 Q And I believe you testified to this a moment
9 ago, but just to clarify. At UTS, it was not
10 consistent with company policy, correct, to, at any
11 time during Mr. Jefferson's employment, to misreport
12 either hours or miles?
13 MR. CHURCHILL: Objection.
14 Q Is that right?
15 A That is correct. We ask all of our
16 employees to accurately reflect not only their test
17 and inspection data collected in the field but also
18 their mileage and travel time, and work hours.
19 Q So I want to turn now to a different area of
20 your testimony which is related to your process for
21 reviewing timesheets that Mr. Jefferson submitted on a
22 weekly basis.
23 Do you recall generally testifying about
24 that topic?
25 A Yes.

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1 Q Could you just clarify; at any given time
2 during Mr. Jefferson's employment, approximately, how
3 many timesheets were you responsible for reviewing on
4 a weekly basis?
5 A Anywhere from 80 to 100 would be a fair
6 estimate.
7 Q Is it a time-consuming task to do that
8 review for 80 to 100 timesheets on a weekly basis?
9 A Absolutely. And it's condensed into a
10 three-to-four-hour window that prevents me from
11 affording a significant amount of time to each time
12 card. And it results in, what I call, spot-checking
13 and looking out for the obvious exaggerations.
14 Q For a particular week, let's say, in which
15 you were reviewing a timesheet submitted by Mr.
16 Jefferson, was it your practice to scrutinize each and
17 every mileage reimbursement request that appeared on
18 one of Mr. Jefferson's timesheets?
19 MR. CHURCHILL: Objection.
20 A No. I -- I simply couldn't every single
21 week, mostly in part to two key elements. One being
22 the narrow window that I had to review all of the
23 company's time cards and get them submitted in order
24 to process our payroll.
25 And the other with the methodology in which

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1 Andrew submitted his time cards, usually tardy, which
2 ended up being towards the end of my review period and
3 not affording me any time at all to spend in review of
4 his mileage or hours.
5 Q So focusing on first the issue of hours, Mr.
6 Jefferson's reporting of hours. You testified earlier
7 to some instances in which you made corrections to Mr.
8 Jefferson's hours on his timesheets because you
9 noticed that he had misreported those hours. Is that
10 correct?
11 MR. CHURCHILL: Objection.
12 A Yes. That's correct.
13 Q As you sit here today, have you reached any
14 conclusion about whether or not there were other
15 instances, apart from those, for which you've
16 indicated deductions on Mr. Jefferson's timesheets in
17 which he misreported his hours to the company?
18 MR. CHURCHILL: Objection.
19 A Yes, sir. I did.
20 Q Could you, if you're able to, approximate
21 how frequently would you say you've concluded Mr.
22 Jefferson would engage in the practice of inflating
23 his hours -- his reported hours worked?
24 MR. CHURCHILL: Objection.
25 A It is my opinion that Mr. Jefferson did it

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1 for each and every single week that he was employed
2 with us.
3 Q And what is the basis for that conclusion,
4 Mr. Garland?
5 A Dozens upon dozens of evidentiary findings
6 of exaggerated time cards, manipulated hours, personal
7 experience, calls from clients, comments from other
8 technicians that may have been on the same site as
9 Andrew.
10 There were just so many instances, you know,
11 personal experience watching him leave a site and go
12 home and claim that he was on a site four hours beyond
13 that time.
14 It was just -- there were so many instances
15 that it was just suspected each and every week.
16 Q And so, as you sit here today, is it your
17 conclusion that there were time entries in which Mr.
18 Jefferson was ultimately paid for hours that he did
19 not, in fact, work?
20 MR. CHURCHILL: Objection.
21 A Absolutely.
22 Q Now, I'd like to ask you a similar set of
23 questions about Mr. Jefferson's mileage
24 reimbursements.
25 A Okay.

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1 Q You testified earlier to a period of time,
2 particularly in mid-March of 2019, in which there
3 were, I believe, five or six successive days in which
4 you, personally, noted in handwriting on Mr.
5 Jefferson's timesheet excessive mileage
6 reimbursements.
7 Do you recall that area of your testimony?
8 MR. CHURCHILL: Objection.
9 A Yes, sir. I do.
10 Q As you sit here today, have you reached any
11 conclusion about whether those were the only instances
12 in which Mr. Jefferson reported false mileage
13 reimbursements?
14 MR. CHURCHILL: Objection.
15 A No, sir. It's not. Upon review in
16 preparation and rehashing these time cards, I was able
17 to discover an unmeasurable number of time cards in
18 which Mr. Jefferson exaggerated both mileage and hours
19 one in the same. It was bad.
20 Q And describe how it is that you -- strike
21 that.
22 Describe the basis for your conclusion in
23 reviewing Mr. Jefferson's timesheets that there were
24 other instances, as you described, in which he
25 reported inaccurate mileage reimbursements?

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1 A There were numerous time cards where at home
2 report writing time was indicated five to six hours,
3 two to three hours.
4 And having done the work that Andrew's done
5 in the field and having knowledge of the actual time
6 it takes to perform those reports or to write those
7 reports, it was just inconceivable to me that those
8 times were accurate.
9 He also exaggerated PM travel times, which
10 per our company policy, are to be paid for return
11 trips to the office which, both in witnessing and
12 third-party observations, Mr. Jefferson very
13 infrequently returned to our office. Yet, on a weekly
14 basis, indicated that he did.
15 Again, something that we were told not to
16 reprimand him on. And not that it was acceptable, but
17 it had to be tolerated because of the workload that we
18 had.
19 Q Now, earlier, you testified that UTS's
20 general expectation for field staff is that they will
21 complete their reports on the job site. Is that
22 right?
23 MR. CHURCHILL: Objection.
24 A Yes. That's, in general, what we ask in
25 order to get the reports turned in quickly.

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1 Q Now, to your knowledge, was that generally
2 Mr. Jefferson's practice?
3 MR. CHURCHILL: Objection.
4 A No, sir. His practice was to maintain field
5 notes in a field book and then write his reports in
6 what was designated report writing time at home.
7 Another item that led us to believe that he
8 was misrepresenting his hours because the reports that
9 he spent these copious amounts of hours writing were
10 not turned in to us for two to four weeks as the
11 write-up that we did issue him indicated.
12 Q So in reviewing Mr. Jefferson's timesheets,
13 with respect to the issue of overreporting of hours,
14 worked, do you have any reason to believe, as you sit
15 here today, that any of the discrepancies you've
16 identified could be attributed to time that Mr.
17 Jefferson may have spent sitting in his vehicle
18 writing a field report?
19 MR. CHURCHILL: Objection.
20 A No. Because he billed us hours at home to
21 do that.
22 Q I want to ask one final question about a
23 different area of your testimony.
24 So earlier, do you recall testifying that
25 generally, field staff at UTS are supposed to contact

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1 a dispatcher to alert the dispatcher when they're
2 leaving a job site?
3 A Yes, I do. And it's not only to alert the
4 job -- the dispatcher that they were leaving a job
5 site. It was to receive a follow-up assignment.
6 The understanding or the practice at UTS is
7 that all assignments will be given through our central
8 dispatch system at the hands of the dispatcher,
9 Charlie McAnespie, himself.
10 All inspectors are requested and required
11 per the policy to call into that dispatcher upon
12 completion of an assigned task prior to leaving the
13 site to take on additional work.
14 Q For Mr. Jefferson during his employment at
15 UTS, would he generally contact the dispatcher upon
16 leaving a job site in the manner that you just
17 described?
18 MR. CHURCHILL: Objection.
19 A No. He would infrequently communicate with
20 the dispatcher about where he went or may have had to
21 go but did not receive his assignments as designed by
22 UTS's company policies.
23 Q And so, as a result, who generally was
24 scheduling Mr. Jefferson's assignments?
25 A Mr. Jefferson was scheduling his own. I

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1 mean, there were times when we had no knowledge of his
2 whereabouts.
3 Q What if any impact would that have had --
4 the fact that Mr. Jefferson was often scheduling his
5 own work, what if any impact would that have had on
6 the company's ability to assess the accuracy of his
7 hours worked --
8 MR. CHURCHILL: Objection.
9 MR. STEINBERG: -- as reported on his
10 timesheets?
11 MR. CHURCHILL: Sorry. Objection.
12 THE WITNESS: Sure. It would greatly
13 hinder our ability to review those time cards
14 accurately and understand what Andrew's time should
15 be. There was no record of jobs being called into our
16 office as indicated on the time card that Mr.
17 Churchill reviewed with me. And there were multiple
18 instances beyond that where Andrew indicated that he
19 went to a job; yet, provided no formal report for that
20 job.
21 So we had no ability to formally track
22 what he was supposed to be being paid.
23 BY MR. STEINBERG:
24 Q And likewise with respect to Mr. Jefferson's
25 mileage reimbursements. The fact that Mr. Jefferson

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1 was often scheduling his own work, what, if any,
2 impact would that have had on the company's ability to
3 assess the accuracy of his reported mileage?
4 MR. CHURCHILL: Objection.
5 A It would greatly impact it. I mean, if we
6 had him going to a job in Boston and a job in
7 Framingham, we would expect to pay him reimbursement
8 for those jobs.
9 If he scheduled himself for another site
10 without indicating it to us, we wouldn't know about
11 it, and we wouldn't expect to pay for it.
12 Q Have you estimated, yourself, for
13 approximately how many days of work you think Mr.
14 Jefferson, let's say, to use your word, "exaggerated"
15 his hours worked?
16 MR. CHURCHILL: Objection.
17 A I mean, I think the only time that he
18 probably couldn't have exaggerated it is when he used
19 sick time or vacation time or holiday time, in my
20 opinion.
21 MR. STEINBERG: Okay. That's all I
22 have. Thank you for your time.
23 MR. CHURCHILL: Yeah. I do have some
24 follow-up questions.
25 //

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1 EXAMINATION
2 BY MR. CHURCHILL:
3 Q You're paid on a salary basis. Is that
4 right, Mr. Garland?
5 A Currently? Yes, sir.
6 Q Well, since you've been QC manager, you've
7 been paid on a salary basis?
8 A No, sir. That's not has always been the
9 case.
10 Q When did you first start getting paid on a
11 salary basis?
12 A I want to say 2019, I believe.
13 Q And how many hours a week do you work in
14 your position?
15 A Depending on our workload, it's anywhere
16 from 40 to 60, sir.
17 Q Has anybody told you that you have to limit
18 the number of hours you work each week?
19 A When you say "limit," what do you mean?
20 Q Has anybody told you do not work more than a
21 certain number of hours per week?
22 A I guess in some instances, Mr. Crabtree
23 would say, you've been here a while. Why don't you
24 get out of here? Take some time off. Get out of here
25 early on Tuesday -- Thursday. There were some times

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1 when he noticed I was working and would ask me to
2 leave early.
3 Q Okay. Did he direct you to leave, or did he
4 recommend that it be a good idea?
5 A Both.
6 Q Mr. Jefferson had a phone. Is that right?
7 MR. STEINBERG: Objection.
8 A In 2019, '20, and '21, I would assume he
9 did. Yes.
10 Q Right. And did you sometimes communicate
11 with him by phone?
12 A Yes.
13 Q Did you sometimes communicate with him by
14 text?
15 A Yes.
16 Q So you could always pick up the phone and
17 call him if you wanted to know where he was, right?
18 A If he answered.
19 Q Or you could text him and ask him where he
20 was, right?
21 A Sure.
22 Q With respect to what you just testified
23 about in terms of the number of days that Mr.
24 Jefferson allegedly reported hours that were more than
25 he worked.

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1 What witnesses do you rely on for that
2 conclusion other than what you personally observed?
3 A The number of phone calls coming in to our
4 office looking for their inspector. Our dispatcher
5 receiving calls. My own personal experience. The
6 experience of other management that has visited sites
7 that he was supposed to be at. I mean, there's a
8 multitude of people and instances where he exaggerated
9 or where it was found out that he exaggerated his
10 time.
11 Q Okay. So what are the names of any of those
12 people?
13 A I would need time to review all of the
14 projects that we had him assigned to. And I could
15 provide you the names of each and every person if that
16 would become necessary, sir.
17 Q Sitting here today, can you identify the
18 names of any other witnesses that you're relying on to
19 conclude that -- made conclusions about the amount of
20 time or the number of days that Mr. Jefferson reported
21 hours that he didn't work?
22 A Absolutely. Absolutely.
23 Myself, Charlie McAnespie, Ned Callahan, our
24 soils lab manager, Bryan Crabtree, Lenny Crabtree, and
25 whoever else may have saw him on-site. I don't have

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1 the names. I'd have to see who was at the particular
2 location, sir.
3 Q That's what I'm asking. Any other names
4 that you can identify other than those four sitting
5 here today?
6 MR. STEINBERG: I think there was more
7 than four, so objection.
8 Q You said Charlie, Nat, Bryan, and Lenny.
9 MR. STEINBERG: And himself.
10 Q Any other specific names?
11 A Sure. Potentially, Graham Ingallina. His
12 manager, his direct manager, his supervisor, his field
13 supervisor.
14 Q When you say "potentially," why do you say
15 potentially?
16 A Because I'm not aware of how many visits,
17 sir, QC visits Mr. Ingallina made with Mr. Jefferson,
18 sir.
19 Q And Charlie was the dispatcher, right?
20 A Yes.
21 Q Did he ever go on-site?
22 A No.
23 Q Who is Nate Callahan?
24 A Ned, sir. It's Ned.
25 Q Ned Callahan.

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1 A N-E-D.
2 He is our soils lab manager that could
3 verify the infrequency to which Mr. Jefferson dropped
4 soil samples off at our office as he indicated or
5 return to our office as he indicated multiple times on
6 his time card.
7 Q And does Nate [sic] go out in the field?
8 A From time-to-time he does.
9 Q Is he typically in the office?
10 A He works in the laboratory, sir.
11 Q Is he typically in the lab?
12 A Yes.
13 Q And to your knowledge, did Lenny Crabtree
14 ever observe a worksite where Mr. Jefferson said he
15 was, but the worksite was closed?
16 A I don't remember offhand.
17 Q And the supervisor Graham, is that what you
18 said his name was?
19 A Yeah.
20 Q Did Graham ever report to you that he went
21 on a job site and observed that Mr. Jefferson was not
22 there when he reported that he was?
23 A As I indicated, I don't recall the number of
24 visits Mr. Ingallina made to sites that Mr. Jefferson
25 was at. So I'm not entirely sure.

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1 Q Okay. My question, though, is a little
2 different. I'm asking do you recall that he told you
3 that he went to a site on any occasion and observed
4 that the site was closed when Mr. Jefferson said he
5 was there?
6 A Not that I recall, sir.
7 Q And other than the documents we've looked at
8 today, are you aware of any documents that show or
9 talk about incidents when Mr. Jefferson reported that
10 he was at a worksite when he wasn't?
11 A At this time, no. But I haven't reviewed or
12 cross-referenced all of his time cards to refresh my
13 memory with his field reports, sir.
14 Q And what did you do to prepare for today's
15 deposition?
16 A I woke up this morning. I went for about a
17 mile and a half walk. I had a light breakfast and a
18 couple of cups of coffee.
19 Q Okay. Did you discuss the deposition with
20 anybody else?
21 A Yes.
22 Q Anybody other than your attorneys?
23 A No.
24 Q Did you review any documents in preparation
25 to testify for today?

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1 A Are you talking about this morning or?
2 Q Anytime. In preparation for this
3 deposition.
4 A Yes, I did, sir.
5 Q What did you look at?
6 A I believe it was the majority of the
7 documents that you shared as well.
8 Q Okay. Did you review any of the deposition
9 transcripts of any of the Crabtrees?
10 A I have not, sir.
11 Q Okay. And did you have any discussion with
12 any of the Crabtrees about your deposition?
13 A Other than the date and time of it, no.
14 MR. CHURCHILL: All right. I don't
15 have any further questions.
16 MR. STEINBERG: Nor do I.
17 MR. CHURCHILL: Okay. We're all set.
18 THE REPORTER: The court reporter may
19 have some spelling questions for you, Mr. Garland, so
20 hang on.
21 THE REPORTER: Hey counsel, sorry, Mr.
22 Churchill. What format would you like the transcript
23 orders in?
24 MR. CHURCHILL: Just a PDF.
25 THE REPORTER: Okay. Mr. Steinberg?

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1 MR. STEINBERG: Same. PDF is great.
2 Thank you.
3 THE REPORTER: Okay. With nothing
4 further, that concludes today's proceedings. We're
5 going off the record. The time is currently 1:41 p.m.
6 (Whereupon, at 1:41 p.m., the
7 proceeding was concluded.)
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1 CERTIFICATE OF DEPONENT
2
3 I have read the foregoing transcript of
4 my deposition and except for any corrections or
5 changes noted on the errata sheet, I hereby
6 subscribe to the transcript as an accurate record
7 of the statements made by me.
8
9
10 _____
11 MICHAEL GARLAND
12
13 SUBSCRIBED AND SWORN before and to me
14 this ____ day of _____, 20__.
15
16
17 _____
18 NOTARY PUBLIC
19
20 My Commission expires:
21
22
23
24
25

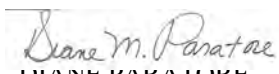
Page 90

1 CERTIFICATE OF DEPOSITION OFFICER
 2 I, ROBERT LOMBARDI, the officer before whom
 3 the foregoing proceedings were taken, do hereby
 4 certify that any witness(es) in the foregoing
 5 proceedings, prior to testifying, were duly sworn;
 6 that the proceedings were recorded by me and
 7 thereafter reduced to typewriting by a qualified
 8 transcriptionist; that said digital audio recording of
 9 said proceedings are a true and accurate record to the
 10 best of my knowledge, skills, and ability; that I am
 11 neither counsel for, related to, nor employed by any
 12 of the parties to the action in which this was taken;
 13 and, further, that I am not a relative or employee of
 14 any counsel or attorney employed by the parties
 15 hereto, nor financially or otherwise interested in the
 16 outcome of this:


 17 ROBERT LOMBARDI
 18 Notary Public in and for the
 19 Commonwealth of Massachusetts
 20
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Page 91

1 CERTIFICATE OF TRANSCRIBER
 2 I, DIANE PARATORE, do hereby certify that
 3 this transcript was prepared from the digital audio
 4 recording of the foregoing proceeding, that said
 5 transcript is a true and accurate record of the
 6 proceedings to the best of my knowledge, skills, and
 7 ability; that I am neither counsel for, related to,
 8 nor employed by any of the parties to the action in
 9 which this was taken; and, further, that I am not a
 10 relative or employee of any counsel or attorney
 11 employed by the parties hereto, nor financially or
 12 otherwise interested in the outcome of this action.
 13
 14


 15 DIANE PARATORE
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1 ERRATA SHEET
 VERITEXT/NEW YORK REPORTING, LLC
 2 CASE NAME: Jefferson, Andrew v. UTS Of Mass, Inc.,
 William P. Crabtree And Steven T. Crabtree
 3 DATE OF DEPOSITION: 5/6/2022
 WITNESSES' NAME: Mike Garland
 4
 5 PAGE LINE (S) CHANGE REASON
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 22 Mike Garland
 SUBSCRIBED AND SWORN TO BEFORE ME
 THIS ___ DAY OF _____, 20__.
 23
 24
 25 (NOTARY PUBLIC) MY COMMISSION EXPIRES:

Massachusetts Rules of Civil Procedure

Part V. Deposition and Discovery

Rule 30

(e) Submission to Witness; Changes; Signing. When the testimony is fully transcribed the deposition shall be submitted to the witness for examination and shall be read to or by him, unless such examination and reading are waived by the witness and by the parties. Any changes in form or substance which the witness desires to make shall be entered upon the deposition by the officer with a statement of the reasons given by the witness for making them. The deposition shall then be signed by the witness, unless the parties by stipulation waive the signing or the witness is ill or cannot be found or refuses to sign. If the deposition is not signed by the witness within 30 days of its submission to him, the officer shall sign it and state on the record the fact of the waiver or of the illness or absence of the witness or the fact of the refusal to sign together with the reason, if any, given therefor; and the deposition may then be used as fully as though signed, unless on a motion to suppress under Rule 32(d)(4) the court holds

that the reasons given for the refusal to sign
require rejection of the deposition in whole or in
part.

DISCLAIMER: THE FOREGOING CIVIL PROCEDURE RULES
ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY.
THE ABOVE RULES ARE CURRENT AS OF APRIL 1,
2019. PLEASE REFER TO THE APPLICABLE STATE RULES
OF CIVIL PROCEDURE FOR UP-TO-DATE INFORMATION.

VERITEXT LEGAL SOLUTIONS
COMPANY CERTIFICATE AND DISCLOSURE STATEMENT

Veritext Legal Solutions represents that the foregoing transcript is a true, correct and complete transcript of the colloquies, questions and answers as submitted by the court reporter. Veritext Legal Solutions further represents that the attached exhibits, if any, are true, correct and complete documents as submitted by the court reporter and/or attorneys in relation to this deposition and that the documents were processed in accordance with our litigation support and production standards.

Veritext Legal Solutions is committed to maintaining the confidentiality of client and witness information, in accordance with the regulations promulgated under the Health Insurance Portability and Accountability Act (HIPAA), as amended with respect to protected health information and the Gramm-Leach-Bliley Act, as amended, with respect to Personally Identifiable Information (PII). Physical transcripts and exhibits are managed under strict facility and personnel access controls. Electronic files of documents are stored in encrypted form and are transmitted in an encrypted fashion to authenticated parties who are permitted to access the material. Our data is hosted in a Tier 4 SSAE 16 certified facility.

Veritext Legal Solutions complies with all federal and State regulations with respect to the provision of court reporting services, and maintains its neutrality and independence regardless of relationship or the financial outcome of any litigation. Veritext requires adherence to the foregoing professional and ethical standards from all of its subcontractors in their independent contractor agreements.

Inquiries about Veritext Legal Solutions' confidentiality and security policies and practices should be directed to Veritext's Client Services Associates indicated on the cover of this document or at www.veritext.com.

EXHIBIT 11

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT

MIDDLESEX, ss.

Civil Action No. 2181CV00680

ANDREW JEFFERSON, on behalf of)
himself and all others similarly situated,)
)
Plaintiff)
)
v.)
)
UTS OF MASS., INC.,)
WILLIAM P. CRABTREE, and)
STEVEN T. CRABTREE,)
)
Defendants)

AFFIDAVIT OF STEPHEN CHURCHILL

I, Stephen Churchill, state as follows.

1. I am a 1988 graduate of Stanford University and a 1993 graduate of Harvard Law School. Following my admission to the Massachusetts bar in 1993, I have focused primarily on employment law.

2. After graduating law school, I worked for one year at a plaintiff's employment firm, followed by ten years at Conn Kavanaugh, a 20-plus attorney firm in Boston, where I worked as an associate and then a partner. During my time at Conn Kavanaugh, I represented both employees (in discrimination, non-compete, and other cases) and employers (including cases for Raytheon Company; Metropolitan Life Insurance Company; Avon Products, Inc.; and numerous smaller employers). From 2004 to 2010, I worked at Harvard Law School, running the Employment Civil Rights Clinic at the WilmerHale Legal Services Center. From 2007 to the present, I have taught at least two employment law courses each year at Harvard Law School, one focusing on advocacy

skills and one focusing on the enforcement of employment laws. I have also taught courses on employment discrimination. I continue to direct the law school's employment law clinic. From 2010 to 2013, I worked at Lichten & Liss-Riordan, P.C., a nationally-recognized employment law firm, handling both individual and class action litigation on behalf of employees. In 2013, I co-founded Fair Work, P.C., a firm dedicated to representing employees in workplace disputes, including both individual and complex class action cases.

3. Over the course of my career, I have worked as plaintiffs' counsel in numerous discrimination and wage-and-hour class actions, in state and federal courts, from cases with classes of thousands of employees and tens of millions of dollars in damages to smaller cases with fewer than 100 in the class and relatively modest damages. I have been found qualified by numerous courts to serve as class counsel. No court has ever found that I was not adequate to serve as class counsel.

4. Over the course of my career, I also have been counsel on numerous reported cases, in both state and federal court. I have worked individually or with co-counsel to obtain favorable rulings in the following more recent cases, among other cases, *Weiss v. Loomis, Sayles & Company, Inc.*, 97 Mass. App. Ct. 1 (2020), *Gammella v. P.F. Chang's China Bistro, Inc.*, 482 Mass. 1 (2019), *Sullivan v. Sleepy's LLC*, 482 Mass. 227 (2019), *Lavery v. Restoration Hardware Long Term Disability Benefits Plan*, 937 F.3d 71 (1st Cir. 2019), *Ouadani v. TF Final Mile LLC*, 876 F.3d 31 (1st Cir. 2017), *Malebranche v. Colonial Automotive Group*, 2017 WL 5907557 (Mass. Super. Ct. Oct. 20, 2017), *Mooney v. Domino's Pizza, Inc.*, 2016 WL 4576996 (D.Mass. Sep. 1, 2016), *Reeves v. PMLRA Pizza, Inc.*, 2016 WL 4076829 (D.Mass. Jul. 29, 2016), *Craig v.*

Sterling Lion, LLC, 2016 WL 239299 (Mass. App. Ct. Jan. 21, 2016), *Smith v. City of Boston*, 144 F. Supp. 3d 177 (D.Mass. 2015), *Vitali v. Reit Management & Research, LLC*, 88 Mass. App. Ct. 99 (2015), *Carpaneda v. Domino's Pizza, Inc.*, 89 F. Supp. 3d 219 (D.Mass. 2015), *Parham v. Wendy's Co.*, 2015 WL 1243535 (D.Mass. Mar. 17, 2015), *Carpaneda v. Domino's Pizza, Inc.*, 991 F. Supp. 2d 270 (D.Mass. 2014), *Torres v. Niche, Inc.*, 2013 WL 6655415 (D.Mass. Dec. 18, 2013), *Depianti v. Jan-Pro Franchising International, Inc.*, 465 Mass. 607 (2013), *Lopez v. Commonwealth of Massachusetts*, 463 Mass. 696 (2012).

5. I also have tried numerous cases, including cases in federal court, in state court, in arbitration, and in administrative agencies (including the Massachusetts Commission Against Discrimination) and have won substantial verdicts and judgments on behalf of employees.

6. I have spoken on or moderated a number of panels addressing employment law issues, including the following recent examples, among others:

- Massachusetts Continuing Legal Education, Boston, MA. Speaker on panel about independent contractor misclassification. October 2019
- Massachusetts Continuing Legal Education, Boston, MA. Speaker on panel about independent contractor misclassification. November 2018
- Massachusetts Continuing Legal Education, Boston, MA. Speaker on panel about wage & hour primer & update. May 2017
- Boston Bar Association, Boston, MA. Speaker on panel about fee shifting in employment cases. October 2016.
- Boston Bar Association, Boston, MA. Speaker on panel about developments under the Class Action Fairness Act. February 2016.
- Volunteer Lawyers Project, Boston, MA. Faculty for training about wage and hour litigation. January 2016.

- Massachusetts Continuing Legal Education, Boston, MA. Speaker on panel about litigating under fee-shifting statutes. October 2015.
- Massachusetts Continuing Legal Education, Boston, MA. Speaker on panel about preventing and litigating wage and hour cases. May 2015.
- Boston Bar Association, Boston, MA. Speaker on panel about mediating employment cases. February 2015.
- Massachusetts Continuing Legal Education, Boston, MA. Speaker on panel about arbitrating employment cases. December 2013.
- National Employment Lawyers Association, Chicago, IL. Speaker on plenary panel about developments and trends in class action arbitration. March 2013.
- Harvard Law School, Moderator for panel on *Lilly Ledbetter* case: May 2012.
- Boston Bar Association, Boston, MA. Speaker for program on *ATT Mobility v. Concepcion* - Cases, Trends & Issues: March 2012.

7. I also have written a number of articles or papers on employment law

matters, including the following:

- *Workers' Rights in the Balance*, Harvard Law and Policy Review Blog, Oct. 2016.
- *Arbitrating Employment Discrimination Cases (Or Not)*, Massachusetts Continuing Legal Education Employment Law Conference, Dec. 2013.
- *Making Employment Civil Rights Real*, Amicus (online supplement to Harvard Civil Rights-Civil Liberties Law Review) (October 2009).
- *Recent Developments Under the Massachusetts Wage Act*, Massachusetts Continuing Education Business Litigation Conference (February 2003).
- *A Fly In The Web: The Developing Law of Reasonable Accommodations*, Boston Bar Journal (November/December 2002).
- *Recent Legislation, Bills, and Agency Materials and Selected Cases Under Other Employment Statutes*, Massachusetts Continuing Legal Education Employment Law Conference (December 2001).
- *The Family & Medical Leave Act*, Lorman Education Services (June 2001).
- *Selected Legislative and Regulatory Developments*, Massachusetts Continuing

Legal Education Employment Law Conference (December 2000).

- *Reasonable Accommodations in the Workplace: A Shared Responsibility*, 80 Mass. L. Rev. 73 (1995).

Signed under the penalties of perjury this 8th day of July, 2022.

/s/ Stephen Churchill
Stephen Churchill

EXHIBIT 12

COMMONWEALTH OF MASSACHUSETTS
SUPERIOR COURT DEPARTMENT

MIDDLESEX, ss.

Civil Action No. 2181CV00680

ANDREW JEFFERSON, on behalf of)
himself and all others similarly situated,)

Plaintiff)

v.)

UTS OF MASS., INC.,)
WILLIAM P. CRABTREE, and)
STEVEN T. CRABTREE,)

Defendants)

Affidavit of Benjamin Knox Steffans

After being duly sworn, I, Benjamin Knox Steffans, declare as follows:

1. I make this Affidavit in support of Plaintiff's Motion for Class Certification and in support of the request to be appointed class counsel in this matter along with Fair Work P.C.

2. I received my JD degree from Boston College Law School in 2006. I am admitted to the bars of the State of Michigan, the Commonwealth of Massachusetts, and the State of New York. In addition to Michigan, Massachusetts, and New York, I am admitted to practice in the following courts: U.S. District Court for the District of Massachusetts, U.S. District Court for the Eastern District of Michigan, and the U.S. District Court for the Northern District of Ohio. I have appeared *pro hac vice* in the U.S. District Court for the Southern District of Florida, the U.S. District Court for the Northern District of Texas, the U.S. District Court for the Northern District of Illinois, and the U.S. District Court for the District of Oregon.

3. From 2006 through September 2012, I was an associate attorney at Butzel Long, P.C., based in Detroit, Michigan. During that time, I was a member of Butzel Long's Labor and Employment Group and was involved in a variety of employment-related claims, including wage-and-hour claims and class-action claims. With a substantial depth and breadth of experience, attorneys in Butzel Long's Labor and Employment Group have represented public and private sector employers and multi-employer associations across a wide array of industries and in a wide variety of employment-related matters for over 150 years.

4. From September 2012 through November 2017, I was an associate attorney at Cohen Kinne Valicenti & Cook, LLP. During that time, I was a member of Cohen Kinne's Labor and Employment Group, primarily practicing plaintiff-side employment litigation.

5. From November 2017 to the present I have operated Steffans Legal PLLC, practicing exclusively employment law and focusing almost exclusively on plaintiff-side employment litigation.

6. During my career I have served as lead/co-counsel on a number of wage-and-hour matters, on individual, collective, and class bases. A comprehensive list of my current and former representations of plaintiffs in employment matters, including wage-and-hour, can be found at the following two links: (<https://www.steffanslegal.com/recent-successes>) and (<https://www.steffanslegal.com/current-representation>).

7. I have represented / currently represent plaintiffs in numerous group claims alleging wage-and-hour violations, including the following:

- *Marcil et al. v. Silverleaf Resorts, Inc.*, Case No. 12-cv-04247-N (N.D. Tex.)(group of employees certified as a nationwide FLSA collective alleging unpaid overtime due to misclassification).
- *Davine et al. v. The Golub Corporation et al.*, Case No. 14-cv-30136 (D. Mass.)(class action alleging unpaid overtime resolved on a classwide basis).
- *Gaulin et al. v. Wings Over Springfield, Inc., et al.*, Case No. 2079-cv-00454 (class action alleging failure to reimburse for travel expenses, failure to pay minimum wage, and failure to distribute service charges; resolved on classwide basis; certified as class counsel).
- *Noyes et al. v. KSG, Incorporated et al.*, Case No. 2080-cv-00089 (Hampshire County Superior Court)(class action alleging failure to pay minimum wage and failure to reimburse for business expenses).
- *Prince et al. v. Gold Medal Bakery, Inc.*, Case No. 2073-cv-00792 (Bristol County Superior Court)(class action concerning unpaid wages for time spent donning and doffing protective equipment; resolved on a classwide basis; certified as class counsel).
- *Wentworth et al. v. Blantyre Hotel Ventures, LLC*, Case No. 1976-cv-00182 (Berkshire County Superior Court)(class action alleging failure to pay minimum wage and violations of the Massachusetts Tips Act; resolved on a classwide basis; certified as class counsel).
- *Maguire et al. v. The Mitchell Gold Co.*, Case No. 2181-cv-00216 (Middlesex County Superior Court)(appointed class counsel in case involved unpaid Sunday and holiday pay).

- *Connors et al. v. MGM Springfield, LLC*, Case No. 19-cv-30144 (D. Mass)(class action alleging failure to pay minimum wage; resolved on a classwide basis; certified as class counsel).
- *Oliveira et al. v. Table Talk Pies, Inc.*, Case No. 85-cv-00518 (Worcester County Superior Court)(class action alleging failure to pay wages).
- *Marston et al. v. Asbland Global Holdings et al.*, Case No. 19-cv-00726 (N.D. Ohio)(class action on behalf of employees at 19 locations across multiple states alleging failure to pay wages for time spent donning and doffing protective equipment; resolved on a collective basis).
- *Girard et al. v. MetLife Auto & Home Insurance Agency, Inc.*, C.A. No. 19-30106-KAR (D. Mass.)(class action regarding unreimbursed expenses and failure to pay minimum wage).
- *Levy et al. v. Pride Stores, LLC, et al.*, Case No.1979-cv-148 (Hampden County Superior Court)(class action regarding failure to pay wages for all hours worked).
- *In re: Lowe's Companies Inc., Fair Labor Standards Act and Wage and Hour Litigation*, Case No. 20-md-02947-KDB-DSC (W.D.N.C.)(class action regarding unpaid wages; co-counsel for Massachusetts plaintiff and potential claimants).
- *Cardinale et al., v. The Golub Corporation et al.*, Case No. 2018-11684 (Pennsylvania Court of Common Pleas, Luzerne County)(class action regarding unpaid overtime).
- *Stone et al. v. Bluemercury, Inc.*, Case No. 2181-cv-02042 (Middlesex Superior Court)(class action regarding failure to make premium payments for holiday and Sunday work).
- *Duty et al. v. Thielsch Engineering, Inc. et al.*, Case No. 2172-cv-00345 (Barnstable County Superior Court)(class action regarding unpaid overtime).
- *Prinzo et al. v. Hannaford Bros. Co., LLC*, Case No. 2183-cv-00323 (Plymouth County Superior Court)(class action concerning unpaid overtime).
- *Mondia et al. v. Tunnel City Taxi, LLC et al.*, Case No. 1576-cv-281 (Berkshire County Superior Court)(16-member group claim concerning failure to pay overtime).

- *Allen et al. v. Old Inn on the Green, LLC et al.*, Case No. 1876-cv-00054 (Berkshire County Superior Court)(3-member group claim concerning improper tip pool).
- *Shaw et al. v. Old Inn on the Green, LLC et al.*, Case No. 1976-cv-00178 (Berkshire County Superior Court)(3-member group claim concerning improper tip pool).
- *Allen et al. v. Old Inn on the Green, LLC et al.*, Case No. 1976-cv-00183 (Berkshire County Superior Court)(5-member group claim concerning failure to pay minimum wage).

/s/ Benjamin Knox Steffans

Benjamin Knox Steffans

Date: July 11, 2022