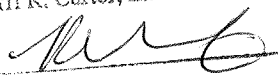


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Superior Court of California
County of Los Angeles

MAY 24 2017

Sherril K. Carter, Executive Officer/Clerk
By  Deputy

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Attorneys for Plaintiff and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES, CENTRAL CIVIL WEST

RAMON SINGLEY, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

BLS LIMOUSINE SERVICE OF LOS
ANGELES, INC., a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: BC619822

(Assigned to the Honorable Kenneth R. Freeman,
Department 310)

**DECLARATION OF LARRY W. LEE IN
SUPPORT OF PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: August 31, 2017

Time: 11:00 A.M.

Dept.: 310

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I, Larry W. Lee, declare as follows:

1. I am an attorney at law, duly licensed to practice before all Courts in the State of Virginia, and am with the law firm Diversity Law Group, P.C., counsel of record for Named Plaintiff Ramon Singley ("Plaintiff"). I have personal knowledge of the facts set forth below and I declare under penalty of perjury that I am qualified to testify I could and would do so competently.

2. On May 9, 2016, Plaintiff filed a complaint in the Superior Court of the State of California for the County of Los Angeles on behalf of himself and all other employees who worked for Defendant in California. Plaintiff asserted claims for: (i) violation of Cal. Labor Code § 226; and (2) Violation of Cal. Labor Code § 2698, et seq. predicated on violations of Cal. Labor Code §§204 and 226.

3. Specifically, Plaintiff asserted that the wage statements Defendant issued to its employees failed to accurately identify the name and address of the employer in violation of Labor Code § 226(a), and further, that during each pay period, the wages to every employee were not paid past the allowable deadlines set forth in Labor Code § 204.

4. Thereafter, Defendant asserted that Plaintiff was subject to an arbitration agreement, including the possibility of a class action waiver.

5. Indeed, Defendant filed its motion seeking to compel Plaintiff to arbitration of his GA claims, and striking the class allegations.

56. However, before such motion was heard, the Parties also agreed to attempt a
side resolution of this matter.

7. In connection therewith, Defendant provided Plaintiff with the necessary payroll information for the entire class so that a damage analysis could be put together.

3. After receiving, reviewing and analyzing such data, the Parties engaged in direct negotiations, which ultimately resulted in the Parties reaching the current settlement.

9. Based on the class data provided by Defendant, Plaintiff estimated that Defendant face liability in the amount of approximately \$1 million for the wage statement violations under Labor Code § 226(e), and approximately \$2 million in PAGA penalties.

1 10. It is estimated that approximately \$256,000.00 will be available to be distributed
2 to the Class.

3 11. On a raw average, each class member potential may recover approximately
4 \$966.00 per person.

5 **PRELIMINARY APPROVAL OF CLASS ACTION SHOULD BE GRANTED**
6 **AS THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE**

7 12. Although Plaintiff and his counsel are certain that they can prevail on class
8 certification, as well as on the merits, they recognize the inherent risks in drawn-out litigation
9 and the specific risks that a class might not be certified and/or that Plaintiff could fail to establish
10 liability. Based on their own independent investigation and evaluation, the Parties and their
11 respective counsel are of the opinion that the Settlement for the consideration and on the terms
12 set forth in the Settlement Agreement is fair, reasonable, and adequate and is in the best interests
13 of the Class and Defendant in light of all known circumstances and the expenses and risks
14 inherent in litigation.

15 13. From the inception of the case, Class Counsel has zealously represented the
16 interests of the class. The settlement was obtained for the benefit of the class, as opposed to the
17 individual Class Representative. Further, Class counsel has been approved as class counsel on a
18 number of prior cases, have litigated numerous other class action cases, and are competent to
19 represent the class.

20 14. Each side has apprised the other of their respective factual contentions, legal
21 theories and defenses, resulting in negotiations taking place between the Parties.

22 15. Although Plaintiff believes that a class can be certified, Plaintiff also believes in
23 the fairness of the settlement that is based on factoring in the uncertainty and risks to Plaintiff
24 involved in not prevailing on one or more of the causes of action or theories alleged in the
25 operative Complaint, the possibility of non-certification and potential for appeals.

26 16. After taking into account sharply disputed factual and legal issues involved in this
27 litigation, the risks attending further prosecution, and the substantial benefits to be received
28 pursuant to the compromise and settlement of the litigation, Plaintiff and Class Counsel have

1 concluded that settlement on the terms hereinafter set forth is appropriate and in the best interests
2 of the Parties and that this settlement is fair and reasonable.

3 17. Both Plaintiff's and Defendant's counsel have a great deal of experience in wage
4 and hour class action litigation. Plaintiff's counsel has been approved as class counsel in a
5 number of wage and hour class actions and have extensive litigation experience.

6 **ATTORNEY EXPERIENCE**

7 18. I am one of the primary attorneys on this matter. My qualifications are as
8 follows: I received my J.D. from Arizona State University College of Law in 2003. During law
9 school, I was a summer associate at the law firm of Brobeck, Phleger & Harrison. I graduated
10 cum laude from Arizona State University College of Law in the top 10% of my class. While I
11 was in law school, I was the Associate Managing Editor of the Arizona State University College
12 of Law, Law Journal. Upon graduation, I practiced law as an associate at the Los Angeles
13 County offices of Ogletree Deakins Nash Smoak & Stewart, P.C., a national employment
14 defense law firm that represents a significant number of Fortune 500 companies.

15 19. My firm's primary focus is employment law. I have handled a number of wage
16 and hour matters including class actions and multiple-plaintiff actions. I have a practice that
17 encompasses cases in the Los Angeles Superior Courts, the Orange County Superior Courts, the
18 San Francisco County Superior Courts, the San Diego County Superior Courts, and the United
19 States District Courts for the Central, Eastern and Northern Districts of California.

20 20. I have been named as Class Counsel in a number of class actions that have been
21 granted final approval by the Superior Courts of Los Angeles County, Orange County, San
22 Francisco County, and the United States District Court for the Central District of California,
23 including the following Class Actions: *Chan Lanier v. Citigroup, Inc. et al.*, San Francisco
24 Superior Court Case No. CGC-05-445143; *Naqvi v. Acoustic Home Loans et al.*, Orange County
25 Superior Court Case No. 05CC00263; *Ortega v. AIG*, Central District of California Case No. CV
26 06-0196-RSWL (PJWx); *Universal Protection Overtime Cases*, Orange County Superior Court,
27 Judicial Council Coordination Proceeding No. 4480; and *Hernandez v. CVS Corp. et al.*, Judicial
28 Council Coordination Proceeding No. 4539 .

1 I declare under penalty of perjury under the laws of the State of California that the
2 foregoing is true and correct.

3 Executed on this 24th day of May, 2017 at Los Angeles, California.

4
5 
6 Larry W. Lee

(Code of Civil Procedure Sections 1013a, 2015.5)


Olympia Peña