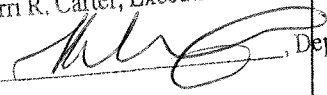


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Superior Court of California
County of Los Angeles

MAY 24 2017

Sherri R. Carter, Executive Officer/Clerk

By  Deputy

1 Howard L. Magee (State Bar No. 185199)
2 Larry W. Lee (State Bar No. 228175)
3 Nicholas Rosenthal (State Bar No. 268297)
4 Kristen Agnew (State Bar No. 247656)
5 **DIVERSITY LAW GROUP, P.C.**
6 515 South Figueroa Street, Suite 1250
7 Los Angeles, CA 90071
8 Telephone: (213) 488-6555
9 Facsimile: (213) 488-6554

10 *Attorneys for Plaintiff and the Class*

11 John K. Skousen, SBN 192581
12 Christopher M. Ahearn, SBN 239089
13 **FISHER & PHILLIPS LLP**
14 2050 Main Street, Suite 1000
15 Irvine, California 92614
16 Telephone: (949) 851-2424
17 Facsimile: (949) 851-0152

18 *Attorneys for Defendant BLS Limousine Service of Los Angeles, Inc.*

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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.

LASC Case No.: BC619822

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

Complaint Filed: May 9, 2016

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

FPDOCS 32774855.1

1 **JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Joint Stipulation of Class Action Settlement (“Agreement” or “Settlement”) is made
3 and entered into by and between Plaintiff Ramon Singley (“Singley” or “Plaintiff”) and
4 Defendant BLS Limousine Service of Los Angeles, Inc. (“BLS” or “Defendant”) (collectively
5 with Singley, the “Parties”).

6 **RECITALS**

7 This Settlement is made and entered into by and between Singley and Defendant, and is
8 subject to the terms and conditions hereof, and to the Court’s approval. The Parties expressly
9 acknowledge that this Agreement is entered into solely for the purpose of compromising
10 significantly disputed claims and that nothing herein is an admission of liability or wrongdoing
11 by Defendant. If for any reason the Settlement is not approved, it will be of no force or effect,
12 and the Parties shall be returned to their original respective positions.

13 **DEFINITIONS**

14 The following definitions are applicable to this Agreement. Definitions contained
15 elsewhere in this Agreement shall also be effective:

16 1. “Action” means *Singley v. BLS Limousine Service of Los Angeles, Inc.*, LASC
17 Case No. BC619822 (filed on May 9, 2016).

18 2. “Class Counsel” means Diversity Law Group, P.C.

19 3. “Class Counsel’s Award” means attorneys’ fees agreed upon by the Parties and
20 approved by the Court for Class Counsel’s litigation and resolution of the Action, and all
21 reasonable costs incurred and to be incurred by Class Counsel in the Action, including, but not
22 limited to, costs associated with documenting the Settlement, securing the Court’s approval of
23 the Settlement, obtaining entry of the Judgment terminating the Action, and any other expenses.
24 Defendant agrees not to oppose Class Counsel’s request for an award of fees up to one-third of
25 the Class Settlement Amount (\$150,000.00) and costs in the amount of up to \$15,000.00, subject
26 to the Court finally approving this Settlement. Any portion of the Class Counsel Award not
27 awarded to Class Counsel shall be added to the Net Settlement Amount.
28

1 4. “Class List and Data” means a complete list of all Class Members that Defendant
2 will diligently and in good faith compile from its records and provide to the Settlement
3 Administrator within thirty (30) calendar days after Preliminary Approval of this Settlement.
4 The Class List shall be formatted in Microsoft Office Excel and shall include each Class
5 Member’s full name; most recent mailing address, Social Security Number, and the number of
6 pay periods each Class Member was issued an itemized wage statement during the Class Period.

7 5. “Class Member(s)” or “Settlement Class” means all current and former
8 employees who were employed by Defendant in the State of California at any time from May
9 9, 2015, through February 17, 2017. Defendant represents there are approximately 265
10 individuals that comprise of the Settlement Class.

11 6. “Class Period” means the period from May 9, 2015 through the date this
12 Settlement is preliminarily approved by the Court.

13 7. “Class Representative Enhancement Payment” means the amount to be paid to
14 Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class
15 Members. Subject to Court approval, the Parties agree that Plaintiff shall be paid up to Fifteen
16 Thousand Dollars (\$15,000.00) from the Class Settlement Amount, subject to the Court granting
17 final approval of this Agreement.

18 8. “Class Settlement Amount” means the maximum settlement amount of Four
19 Hundred Fifty Thousand Dollars (\$450,000) to be paid by Defendant in full satisfaction of all
20 claims arising from the Action, which includes all Individual Settlement Payments to
21 Participating Class Members, the Class Representative Enhancement Payment to Plaintiff,
22 Settlement Administration Costs to the Settlement Administrator, the PAGA Payment, and
23 Plaintiff’s Counsel Award. This Class Settlement Amount has been agreed to by Plaintiff and
24 Defendant based on the aggregation of the agreed-upon settlement value of individual claims. In
25 no event will Defendant be liable for more than the Class Settlement Amount. Defendant
26 maintains no reversionary right to any portion of the Class Settlement Amount. The entire
27 Class Settlement Amount will be distributed and no part of the Class Settlement Amount will
28

1 revert to Defendant.

2 9. "Complaint" means the operative Class Action Complaint for Damages filed in
3 the Action.

4 10. "Counsel for Defendant" or "Defense Counsel" means John Skousen and
5 Christopher Ahearn of the law firm of Fisher & Phillips LLP, 2050 Main Street, Suite 1000,
6 Irvine, California 92614

7 11. "Court" means the Los Angeles County Superior Court or any other court taking
8 jurisdiction of the Action.

9 12. "Defendant" means Defendant BLS Limousine Service of Los Angeles, Inc.,
10 including its predecessors, if any, as well as each of its respective predecessors, successors, and
11 all former, current, and future related organizations, companies, divisions, subsidiaries, affiliates,
12 insurers, and parents, and collectively, their respective former, current and future directors,
13 officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors,
14 administrators, beneficiaries, insurers and trustees.

15 13. "Effective Date" means that date that no earlier than next day after the
16 expiration of the revocation period referenced in paragraph 61 below (with regard to the Older
17 Workers' Benefit Protection Act and referenced in such paragraph 61 using the phrase "this
18 Agreement shall not be effective or enforceable until the date upon which the revocation period
19 has expired"), assuming Plaintiff does not exercise such revocation during the required period,
20 and which is also the later of (a) the date the Court grants final approval of this Settlement and
21 enters judgment thereon, (b) the date on which the time for all appeals from objections to the
22 Settlement has passed, if one or more objections to the Settlement are filed and not
23 subsequently withdrawn or (c) if an appeal is taken, the date on which any reviewing court
24 issues a decision, the time for further appeal has expired. The "Effective Date" shall not occur,
25 and no provision of this Agreement shall be effective or enforceable, if Plaintiff exercises
26 timely revocation as referenced in paragraph 61 below (with regard to the Older Workers'
27 Benefit Protection Act and referenced in such paragraph 61 using the phrase "this Agreement
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1 shall not be effective or enforceable until the date upon which the revocation period has
2 expired”).

3 14. “Individual Settlement Payment” means each Participating Class Member’s share
4 of the Net Settlement Amount (defined below).

5 15. “PAGA Payment” means the portion of the Class Settlement Amount that the
6 Parties have agreed will be allocated and paid to settle all claims and remedies under the Labor
7 Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”). The
8 amount of the PAGA Payment is subject to Court approval pursuant to California Labor Code
9 section 2699(*l*). The Parties have agreed that Ten Thousand Dollars (\$10,000) of the Class
10 Settlement Amount shall be allocated to the resolution of any Class Members’ claims arising
11 under PAGA. Pursuant to the PAGA, 75%, or Seven Thousand Five Hundred Dollars (\$7,500),
12 of the PAGA Settlement Amount shall be paid to the California Labor and Workforce
13 Development Agency (“LWDA”), and 25%, or Two Thousand Five Hundred Dollars (\$2,500),
14 of the PAGA Settlement Amount shall be part of the Net Settlement Amount to be distributed to
15 Participating Class Members.

16 16. “Net Settlement Amount” means the portion of the Class Settlement Amount
17 remaining after deduction of the approved Class Representative Enhancement Payment,
18 Settlement Administration Costs, the LWDA portion of the PAGA Payment, and the Plaintiff’s
19 Counsel Award. The entire Net Settlement Amount will be distributed to Participating Class
20 Members.

21 17. “Notice of Objection” means a Class Member’s valid and timely written objection
22 to the Settlement. For the Notice of Objection to be valid, it must be: (a) signed by the Class
23 Member, (b) filed with the Court and served on all parties, and (c) postmarked on or before the
24 Response Deadline.

25 18. “Notice Packet” means the Notice of Proposed Class Action Settlement and Final
26 Fairness and Approval Hearing and Mailing Envelope, substantially in the form attached as
27 **Exhibit A.**
28

1 19. “Parties” means Plaintiff and Defendant collectively.

2 20. “Participating Class Members” means all Class Members who do not submit valid
3 Requests for Exclusion.

4 21. “Plaintiff” means Ramon Singley.

5 22. “Preliminary Approval” means the Court’s order granting preliminary approval of
6 the Settlement.

7 23. “Released Claims” means, any and all of Class Members’ claims, causes of
8 action, damages, wages, benefits, expenses, penalties, debts, rights, demands, liabilities,
9 obligations, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or
10 whatever kind or nature, whether known or unknown, suspected or unsuspected, arising from,
11 or related to violation of California Labor Code sections 204 and 226, and claims pursuant to
12 PAGA predicated on violations of California Labor Code sections 204 and/or 226 that accrued
13 during the Released Claims Period.

14 24. “Released Claims Period” means the period from May 9, 2015 through the date
15 this Settlement is preliminarily approved by the Court.

16 25. “Released Parties” means Defendant, and any of its former and present parents,
17 subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors, and
18 assigns, as well as all past and present officers, directors, employees, partners, shareholders and
19 agents, attorneys, insurers, and any other successors, assigns, or legal representatives.

20 26. “Request for Exclusion” means a timely letter submitted by a Class Member
21 indicating a request to be excluded from the Settlement. The Request for Exclusion must: (a) set
22 forth the name, address, telephone number and last four digits of the Social Security Number of
23 the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned by
24 mail, email, or fax to the Settlement Administrator at the specified address indicated in the
25 Notice Packet; (d) clearly state that the Class Member does not wish to be included in the
26 Settlement; and (e) be postmarked on or before the Response Deadline.

27 27. “Response Deadline” means forty-five (45) days following the date of initial
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mailing of the Notice Packet by the Settlement Administrator.

28. "Settlement Administrator" means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

29. "Settlement Administration Costs" means the costs payable from the Class Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Class Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs shall be paid from the Class Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. The Settlement Administration Costs are currently estimated to be Six Thousand Five Hundred Dollars (\$6,500.00). To the extent actual Settlement Administration Costs are greater than \$6,500.00, such excess amount shall be taken out of the Class Settlement Amount.

30. "Settlement Payment Check" means the payment to Class Members pursuant to this Settlement (who do not submit a Request for Exclusion from the Settlement).

TERMS OF AGREEMENT

Plaintiff, on behalf of himself and the Settlement Class, and Defendant agree as follows:

31. Funding of the Class Settlement Amount. Within ten business days after the Effective Date, Defendant shall make a one-time deposit of the Class Settlement Amount into a Qualified Settlement Account to be established by the Settlement Administrator. The Class Settlement Amount shall be used to pay: (1) Individual Settlement Amounts; (2) the Class Counsel Award; (3) the Class Representative Enhancement Payment; (4) Settlement Administration Costs; and (5) the PAGA Payment.

1 32. Class Counsel's Award. Defendant agrees not to oppose or impede any
2 application or motion by Class Counsel for attorneys' fees of not more than One Hundred Fifty
3 Thousand Dollars (\$150,000.00) and costs in the amount of up to Fifteen Thousand Dollars
4 (\$15,000.00), which shall be paid from the Class Settlement Amount. The Settlement
5 Administrator (and not the Defendant) shall issue an IRS Form 1099 to Class Counsel
6 reflecting the awarded attorneys' fees, costs and expenses. Any portion of Class Counsel's
7 Award not awarded to Class Counsel shall be added to the Net Settlement Amount.

8 33. Class Representative Enhancement Payment. In recognition of his efforts and
9 work in prosecuting the Action on behalf of Class Members, Defendant agrees not to oppose or
10 impede an application or motion by Plaintiff for a Class Representative Enhancement Payment
11 of up to Fifteen Thousand Dollars (\$15,000.00) to Singley. The Class Representative
12 Enhancement Payment, which shall be paid from the Class Settlement Amount, shall be in
13 addition to Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. The
14 Settlement Administrator (and not the Defendant) shall issue an IRS Form 1099 to Plaintiff
15 reflecting the class representative payment. Any portion of the Class Representative
16 Enhancement Payment not awarded to Plaintiff shall be added to the Net Settlement Amount.

17 34. Settlement Administration Costs. The Settlement Administrator shall be paid for
18 the reasonable costs of administration of the Settlement and distribution of payments from the
19 Class Settlement Amount, which are currently estimated to be Six Thousand Five Hundred
20 Dollars (\$ 6,500.00). These costs, which shall be paid from the Class Settlement Amount, shall
21 include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing
22 of 1099 IRS Forms, distributing the Notice Packet, calculating and distributing the Class
23 Settlement Amount and Class Counsel's Award, and providing necessary reports and
24 declarations. Any portion of the Settlement Administration Costs not allowed shall be added to
25 the Net Settlement Amount.

26 35. PAGA Payment. Subject to Court approval, the Parties agree that the amount of
27 Ten Thousand Dollars (\$10,000) from the Class Settlement Amount shall be designated for
28

1 satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five
2 Percent (75%), or \$7,500, of the PAGA Payment shall be paid to the LWDA and Twenty-Five
3 Percent (25%), or \$2,500, shall be distributed to all Class Members.

4 36. Net Settlement Amount. The Net Settlement Amount shall be used to satisfy
5 Individual Settlement Payments to Participating Class Members from the Settlement Class in
6 accordance with the terms of this Agreement. The Settlement Administrator will allocate the
7 Individual Settlement Payments to the Participating Class Members by first dividing the Net
8 Settlement Amount by the total number of pay periods all Participating Class Member were
9 issued an itemized wage statement during the Class Period, resulting in a dollar value per pay
10 period, and then multiplying said value to the number of pay periods each Participating Class
11 Member was issued an itemized wage statement during the Class Period. Participating Class
12 Members are entitled to 100% of the Net Settlement Amount. Defendant maintains no
13 reversionary right to any portion of the Net Settlement Amount. If there are any timely
14 submitted Requests for Exclusion, the Settlement Administrator shall proportionately increase
15 the Individual Settlement Payments for each Participating Class Member so that the amount
16 actually distributed to Participating Class Members equals 100% of the Net Settlement
17 Amount.
18

19 37. Acknowledgment of Potential Administration Cost Increases. The Parties hereby
20 acknowledge that Settlement Administration Costs may increase above the current estimate of
21 Six Thousand Five Hundred Dollars (\$ 6,500.00) and that any such additional Settlement
22 Administration Costs shall be taken out of the Class Settlement Amount. Any portion of the
23 estimated or designated Settlement Administration Costs that are not in fact required to fulfill the
24 total Settlement Administration Costs shall become part of the Net Settlement Amount.

25 38. Calculation of Class Settlement Amount. The Class Settlement Amount was
26 calculated with, and is premised on, the understanding that there are approximately 265 Class
27 Members eligible to participate in the Settlement. If, as of the date of Preliminary Approval, the
28 total number of Class Members exceeds the original estimates by 10% or more, then the Class

1 Settlement Amount shall be proportionally increased.

2 39. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
3 Participating Class Members under this Agreement, as well as any other payments made
4 pursuant to this Agreement, shall not be utilized to calculate any additional benefits under any
5 benefit plans to which any Class Members may be eligible, including, but not limited to: profit-
6 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
7 PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will
8 not affect any rights, contributions, or amounts to which any Class Members may be entitled
9 under any benefit plans.

10 40. Settlement Administration Process. The Parties agree to cooperate in the
11 administration of the Settlement and to make all reasonable efforts to control and minimize the
12 costs and expenses incurred in the administration of the Settlement. The Settlement
13 Administrator will provide the following services:

14 a. Establish and maintain an interest bearing Qualified Settlement Fund
15 account.

16 b. Calculate the amount of the Settlement each Class Member is eligible to
17 receive.

18 c. Prior to mailing the Class Members Notices of Proposed Class Action
19 Settlement and Final Fairness and Approval Hearing ("Class Notice" or "Notice Form" or
20 "Notice"), the Settlement Administrator will verify the last known address for each Class
21 Member through a generally utilized, national address update database.

22 d. Printing and mailing the Class Members Notice.

23 e. Establishing and maintaining a toll free informational telephone support
24 line to assist Class Members who have questions regarding the Notice.

25 f. Conducting additional address searches for mailed Notices that are
26 returned as undeliverable. These searches may be done through a class action locator service.

27 To the extent new and more current addresses are found, the Settlement Administrator will also
28

1 reprint and re-mail Notices accordingly.

2 g. Calculating Participating Class Members settlement share, fielding
3 inquiries from Class Members, and administration of any requests for exclusion. This service
4 will include settlement proceed calculations, printing and issuance of checks, and preparation of
5 1099 Forms. Basic accounting for and payment of employee tax withholdings will also be
6 included as part of this service.

7 h. Informing Defendant of its employer-side tax liability, if any.

8 i. Providing declarations and/or other information to the Court as requested.

9 41. Delivery of the Class List and Data. Within twenty (20) calendar days of
10 Preliminary Approval, Defendant shall provide the Class List and Data to the Settlement
11 Administrator.

12 42. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the
13 Class List and Data from Defendant, the Settlement Administrator shall mail a Notice Packet to
14 all Class Members via regular First-Class U.S. Mail, using the most current, known mailing
15 addresses identified in the Class List.

16 43. Confirmation of Contact Information in the Class List. Prior to mailing, the
17 Settlement Administrator shall perform a search based on the National Change of Address
18 Database for information to update and correct for any known or identifiable address changes.
19 Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the
20 Response Deadline shall be sent promptly via regular First-Class U.S. Mail to the forwarding
21 address affixed thereto and the Settlement Administrator shall indicate the date of such re-
22 mailing on the Notice Packet. If no forwarding address is provided, the Settlement
23 Administrator shall promptly attempt to determine the correct address using a skip-trace, or other
24 search using the name, address and/or Social Security number of the Class Member involved,
25 and shall then perform a re-mailing. Those Class Members who receive a re-mailed Notice
26 Packet shall have the later of (i) an additional fifteen (15) days from the remailing or (ii) the
27 Response Deadline, whichever is later. The Parties agree to cooperate with the Settlement
28

1 Administrator to locate a more recent address for Class Members, where necessary.

2 44. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice
3 Packet will provide: (1) information regarding the nature of the Action, (2) a summary of the
4 Settlement's principal terms, (3) the Settlement Class definition, (4) each Class Member's
5 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
6 Payments, (5) the dates which comprise the Class Period, (6) instructions on how to submit valid
7 Requests for Exclusion, or objections, (7) the deadlines by which the Class Member must submit
8 Request for Exclusions or file and serve Notices of Objection to the Settlement, (8) the date for
9 the final approval hearing, and (9) the claims to be released, as set forth in Paragraphs 24 and 60.

10 45. Request for Exclusion Procedures. Any Class Member may opt-out from the
11 Settlement by signing a written Request for Exclusion to the Settlement Administrator
12 postmarked within the Response Deadline. Requests for Exclusion must: (1) contain the name,
13 signature, address, telephone number and the last four digits of the Social Security number of the
14 person requesting exclusion; (2) clearly state that the Class Member does not wish to be included
15 in the Settlement; (3) be returned by mail to the Settlement Administrator at the specified
16 address; and (4) be postmarked on or before the deadline. The date of the postmark on the return
17 mailing envelope shall be the exclusive means to determine whether a Request for Exclusion has
18 been timely submitted. By submitting such a Request for Exclusion, a Class Member shall be
19 deemed to have exercised his or his option to opt out of the class action lawsuit and not be bound
20 by this Agreement. Accordingly, a Class Member that timely submits a valid Request for
21 Exclusion will not be entitled to any money under this Settlement. A Class Member who does
22 not request exclusion from the Settlement shall be deemed a Class Member and will be bound by
23 all terms of the Settlement, if the Settlement is granted final approval by the Court.

25 46. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
26 Member who does not affirmatively opt-out of the Settlement by submitting a timely and valid
27 Request for Exclusion shall be bound by all of its terms, including those pertaining to the
28 Released Claims, as well as any Judgment that may be entered by the Court.

1 47. Objection Procedures. Any Class Member who does not opt-out of this
2 Settlement shall be entitled to object to the Settlement. To object to the Settlement, a Class
3 Member must file a valid Notice of Objection with the Court and serve copies of the Notice of
4 Objection on the Parties before the Response Deadline. The Notice of Objection must be signed
5 by the Class Member and contain all information required by this Settlement. The postmark date
6 of the filing and service shall be deemed the exclusive means for determining that the Notice of
7 Objection is timely. Class Members who fail to object in the manner specified above shall be
8 deemed to have waived all objections to the Settlement and shall be foreclosed from making any
9 objections, whether by appeal or otherwise, to the Settlement. Class Members who file and serve
10 timely Notices of Objection will have a right to appear at the Final Approval Hearing in order to
11 have their objections heard by the Court, at their own expense. At no time shall any of the
12 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
13 objections to the Settlement or appeal from the Order and Judgment. Class Counsel shall not
14 represent any Class Members with respect to any such objections to this Settlement. Any Class
15 Member who opts-out of this Settlement shall not be allowed to object to this Settlement.
16

17 48. Defendant's Right To Rescind. If more than ten percent (10%) of the Class
18 Members opt out of the settlement by submitting valid and timely requests for exclusion,
19 Defendant has the right in its sole discretion to rescind and void the parties' Settlement by giving
20 written notice to Class Counsel at least ten (10) business days prior to the final approval hearing.
21 In the event Defendant exercises this option to rescind, Defendant shall be solely responsible for
22 all costs incurred by the Settlement Administrator.

23 49. Certification Reports Regarding Individual Settlement Payment Calculations. The
24 Settlement Administrator shall provide Defendant's counsel and Class Counsel a weekly report
25 which certifies the number of Class Members who have submitted valid Requests for Exclusion.
26 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
27 reports regarding the administration of the Settlement as needed or requested.

28 50. Distribution Timing of Individual Settlement Payments. Within 10 business days

1 of Defendant funding the Class Settlement Amount, the Settlement Administrator shall issue
2 payments to (1) Participating Class Members; (2) the Labor and Workforce Development
3 Agency; (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall also issue a
4 payment to itself services performed in connection with the Settlement.

5 51. Uncashed Settlement Payment Checks. Any checks issued by the Settlement
6 Administrator to Class Members shall be negotiable for not less than one hundred twenty (120)
7 calendar days from issuance. The Parties agree that California Civil Procedure Code section 384
8 is applicable to un-cashed or undeliverable Settlement Payment Checks. Those funds
9 represented by Settlement Payment Checks returned as undeliverable and those Settlement
10 Payment Checks remaining un-cashed for more than 120 calendar days after issuance will
11 constitute "unpaid residuals in class action litigation" as described in *Cundiff v. Verizon*
12 *California, Inc.*, 167 Cal. App. 4th 718 (2008). Those funds represented by un-cashed checks
13 which remain outstanding 120 calendar days after the mailing of the Settlement Payment Checks
14 by the Settlement Administrator shall escheat to the California Department of Industrial
15 Relations, Unclaimed Wages Fund, in the name of the respective employee. In such event, those
16 Class Members will nevertheless remain bound by the Settlement.

17 52. Certification of Completion. Upon completion of administration of the
18 Settlement, the Settlement Administrator shall provide a written declaration under oath to certify
19 such completion to the Court and counsel for all Parties.

20 53. Administration Costs if Settlement Fails or is Delayed. If an objection to the
21 Settlement is filed with the Court, regardless of the ultimate outcome of any appeals taken, or if
22 the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator shall
23 be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement. If
24 there are no objections to the Settlement filed with the Court and the Settlement is not finally
25 approved by the Court or is otherwise voided, any costs incurred by the Settlement Administrator
26 shall be paid by Class Counsel.

27 54. Treatment of Individual Settlement Payments. All Individual Settlement
28

1 Payments will be allocated as follows: 100% shall be allocated as statutory and civil penalties.
2 The amount of payments shall be reported on an IRS Form 1099 by the Settlement
3 Administrator.

4 55. Administration of Taxes by the Settlement Administrator. The Settlement
5 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and
6 Class Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid
7 pursuant to this Agreement.

8 56. Tax Liability. Defendant makes no representation as to the tax treatment or legal
9 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are
10 not relying on any statement, representation, or calculation by Defendant or by the Settlement
11 Administrator in this regard. Plaintiff and Participating Class Members understand and agree
12 that they will be solely responsible for the payment of any taxes and penalties assessed on their
13 respective payments described herein and will defend, indemnify, and hold Defendant free and
14 harmless from and against any claims resulting from treatment of such payments as non-taxable
15 damages.

16 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
17 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
18 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
19 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
20 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
21 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
22 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
23 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
24 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
25 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
26 RELIED EXCLUSIVELY UPON HIS, HIS OR ITS OWN, INDEPENDENT LEGAL AND
27 TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH
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1 THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON
2 THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR
3 TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
4 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
5 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
6 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
7 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
8 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
9 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
10 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
11 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
12 AGREEMENT.

13 58. No Prior Assignments. The Parties and their counsel represent, covenant, and
14 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported
15 to assign, transfer, or encumber to any person or entity any portion of any liability, claim,
16 demand, action, cause of action or right herein released and discharged.

17 59. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all
18 Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or
19 permitted assigns, hereby do and shall be deemed to have fully, finally and forever released,
20 settled, compromised, relinquished and discharged any and all of the Released Parties of and
21 from any and all Released Claims. As to the Released Claims only, the Class expressly waives
22 the rights and benefits of California Civil Code section 1542. Civil Code section 1542 provides:

23
24 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
25 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS
26 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
KNOWN BY HIM OR HIS MUST HAVE MATERIALLY AFFECTED HIS OR
HIS SETTLEMENT WITH THE DEBTOR.

27 All Class Members shall be enjoined from filing any DLSE claims or from initiating or
28 pursuing any proceedings regarding claims released by the Agreement before opting out of the

1 Settlement.

2 60. General Release by Plaintiff. Upon the Effective Date, and as a condition of
3 receiving the Class Representative Enhancement Payment, Plaintiff Ramon Singley will agree to
4 the additional following General Release: In consideration of Defendant's promises and
5 agreements as set forth herein, Plaintiff also fully and completely waives, releases, and forever
6 discharges the Defendant from any and all claims, charges, complaints, actions, causes of action,
7 lawsuits, grievances, controversies, disputes, demands, agreements, contracts, covenants,
8 promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual,
9 compensatory, punitive, and liquidated damages), attorneys' fees, costs, remedies, and/or any
10 other liabilities of any kind, nature, description, or character whatsoever that Plaintiff may have
11 against Defendant arising out of Plaintiff's employment with Defendant, the separation of such
12 employment, or any other fact, condition, circumstance, or occurrence whatsoever up to and
13 including the date on which this Agreement is fully executed, whether known or unknown,
14 suspected or concealed, and whether presently asserted or otherwise, including, but not limited
15 to, all claims that Defendant:

- 16 • violated public policy or common law (including, but not limited to, claims for
17 assault, battery, negligent hiring, retention or supervision, negligent, reckless, or
18 intentional infliction of emotional distress, breach of contract, intentional or
19 tortious interference with contract or business relations, fraud, misrepresentation,
20 conversion, promissory estoppel, detrimental reliance, wrongful termination,
21 retaliatory discharge, personal injury, defamation, libel, slander, negligence,
22 invasion of privacy, conspiracy, and/or mental anguish, or loss of consortium); or
23 • violated personnel policies, procedures, or handbooks, any covenant of good faith
24 and fair dealing, or any purported contract of employment, express or implied,
25 that has existed at any time between Plaintiff and Defendant; or
26 • failed to provide Plaintiff with any benefits pursuant to the terms of any employee
27 benefit plan maintained, administered, sponsored, funded and/or paid, in whole or
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1 in part, by Defendant, violated the terms of any such employee benefit plan,
2 breached any fiduciary obligation with respect to such plan, or discriminated
3 against Plaintiff for the purpose of preventing Plaintiff from obtaining benefits
4 pursuant to the terms of any such plan, or in any way violated any provision of the
5 Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §
6 1001 et seq.;

- 7 • retaliated against or discriminated against Plaintiff on the basis of sex (including
8 sexual harassment), race, color, national origin, ancestry, religion, religious creed,
9 disability, handicap, medical condition, genetic information, age, military and/or
10 veteran status, sex, sexual orientation, gender, gender identity, gender expression,
11 marital status, parental status, source of income, request for family and/or medical
12 care leave, or any other basis in violation of any city, local, state, or federal laws,
13 statutes, ordinances, executive orders, regulations, or constitutions or otherwise
14 violated any city, local, state, or federal laws, statutes, ordinances, executive
15 orders, regulations, or constitutions, including Title VII of the Civil Rights Act of
16 1964, as amended, 42 U.S.C. § 2000e et seq., the Civil Rights Act of 1866, 42
17 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended,
18 29 U.S.C. § 621 et seq., the Fair Labor Standards Act of 1938, as amended, 29
19 U.S.C. § 201 et seq., the Americans with Disabilities Act of 1990, as amended, 42
20 U.S.C. § 12101 et seq., the Equal Pay Act of 1963, as amended, 29 U.S.C. §
21 206(d), and the Family and Medical Leave Act of 1993, as amended, 29 U.S.C. §
22 2601 et seq.; or
- 23 • violated any city, county, local, state, or federal wage and hour laws, statutes,
24 ordinances, executive orders, or regulations, including but not limited to, those
25 related to time worked, overtime, rest periods, meal periods, and business
26 expenses..

27
28 Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section

1 1542, which provides:

2 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
3 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS
4 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
5 KNOWN BY HIM OR HIS MUST HAVE MATERIALLY AFFECTED HIS OR
6 HIS SETTLEMENT WITH THE DEBTOR.

7 Plaintiff acknowledges that he is knowingly and voluntarily waiving and releasing any
8 rights he may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiff also
9 acknowledges that the consideration given for the waivers and releases in this Agreement is in
10 addition to anything of value to which he was already entitled. Plaintiff further acknowledges
11 that he has been advised by this writing, as required by the Older Workers' Benefit Protection
12 Act, that: (a) his waivers and releases do not apply to any rights or claims that may arise after the
13 date he executes this Agreement; (b) he should consult with an attorney prior to executing this
14 Agreement; (c) he has at least twenty-one (21) days to consider this Agreement (although
15 Plaintiff may by his own choice execute this Agreement earlier); (d) he has seven (7) days
16 following his execution of this Agreement to revoke the Agreement; and (e) this Agreement shall
17 not be effective or enforceable until the date upon which the revocation period has expired.
18 Plaintiff may revoke this Agreement only by effecting the delivery of written notice of his
19 revocation to Christopher M. Ahearn of Fisher & Phillips LLP, located at 2050 Main Street,
20 Suite 1000, Irvine, CA 92614; email: cahearn@fisherphillips.com; fax: 949-851-0152, to be
21 received by the close of business on the seventh (7th) day following Plaintiff's execution of this
22 Agreement.

23 Plaintiff also agrees to relinquish any and all rights to employment with Defendant and to
24 never seek rehire or employment with Defendant, either directly, through a temporary agency, or
25 by any other method. In the event that Plaintiff is ever mistakenly employed by Defendant, or
26 any of its parents, successors, affiliates, and/or subsidiaries, Plaintiff agrees to have his
27 employment terminated with no resulting claim or cause of action against Defendant, or any of
28 its employees, agents, attorneys, representatives, insurers, parents, successors, affiliates, and/or
subsidiaries.

1 61. Nullification of Settlement. In the event that the Settlement does not become final
2 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
3 null and void. Any order or judgment entered by the Court in furtherance of this Agreement
4 shall likewise be treated as void from the beginning.

5 62. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
6 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval
7 Order: (i) approving of the proposed Settlement, and (ii) setting a date for a Final
8 Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the
9 Notice Packet to be sent to all Class Members as specified herein. In conjunction with the
10 Preliminary Approval hearing, Plaintiff shall submit this Agreement, which sets forth the terms
11 of this Settlement, and will include the proposed Notice Packet, attached to this Agreement as
12 **Exhibit A.**

13 63. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
14 Requests for ~~Exclusion or~~ Notices of Objections to the Settlement, and with the Court's
15 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
16 Final Approval of the Settlement along with the amounts properly payable for (i) Individual
17 Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (ii) the Class
18 Counsel's Award; (iii) the Class Representative Enhancement Payment; and (iv) all Settlement
19 Administration Costs. The Final Approval/Settlement Fairness Hearing shall not be held earlier
20 than thirty (30) days after the Response Deadline. Class Counsel will be responsible for drafting
21 all documents necessary to obtain final approval. Class Counsel will also be responsible for
22 drafting the attorneys' fees and costs application to be heard at the final approval hearing.

23 64. Entry of Judgment and Continued Jurisdiction. Concurrent with the Motion for
24 Final Approval, the Parties shall also jointly seek the entry of Judgment consistent with the terms
25 of this Agreement. After entry of the Judgment, the Court shall have continuing jurisdiction
26 solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the
27 Settlement, (ii) Settlement administration matters, and (iii) such post-Judgment matters as may
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1 be appropriate under court rules or as set forth in this Agreement.

2 65. Exhibits Incorporated by Reference. The terms of this Agreement include the
3 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
4 set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement.

5 66. Confidentiality Preceding Preliminary Approval. The Parties and their counsel
6 agree that they will not issue any press releases, initiate any contact with the press, respond to
7 any press inquiry, or have any communication with the press about the fact, amount or terms of
8 the Settlement.

9 67. Entire Agreement. This Agreement and any attached Exhibits constitute the
10 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
11 agreements may be deemed binding on the Parties.

12 68. Amendment or Modification. This Agreement may be amended or modified only
13 by a written instrument signed by the Parties or their successors-in-interest.

14 69. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
15 represent they are expressly authorized by the Parties whom they represent to negotiate this
16 Agreement and to take all appropriate action required or permitted to be taken by such Parties
17 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
18 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
19 other and use their best efforts to effect the implementation of the Settlement. If the Parties are
20 unable to reach agreement on the form or content of any document needed to implement the
21 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
22 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

23 70. Binding on Successors and Assigns. This Agreement shall be binding upon, and
24 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

25 71. California Law Governs. All terms of this Agreement and Exhibits hereto shall
26 be governed by and interpreted according to the laws of the State of California.

27 72. Execution and Counterparts. This Agreement is subject only to the execution of
28

1 all Parties. However, the Agreement may be executed in one or more counterparts. All executed
2 counterparts and each of them, including facsimile and scanned copies of the signature page,
3 shall be deemed to be one and the same instrument provided that counsel for the Parties shall
4 exchange among themselves original signed counterparts.

5 73. Acknowledgement that the Settlement is Fair and Reasonable. The Parties
6 believe this Agreement is a fair, adequate and reasonable settlement of the Action and have
7 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
8 litigation, taking into account all relevant factors, present and potential. The Parties further
9 acknowledge that they are each represented by competent counsel and that they have had an
10 opportunity to consult with their counsel regarding the fairness and reasonableness of this
11 Agreement.

12 74. Invalidity of Any Provision. Before declaring any provision of this Agreement
13 invalid, the Court shall first attempt to construe the provision as valid to the fullest extent
14 possible consistent with applicable precedents so as to define all provisions of this Agreement
15 valid and enforceable. Any invalid, illegal, or unenforceable provision determined by the Court
16 shall in no way affect any other provision if Defendant and Class Counsel, on behalf of the
17 Parties and the Settlement Class, mutually elect in writing to proceed as if such invalid, illegal,
18 or unenforceable provision had never been included in this Agreement.

19 75. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
20 that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below
21 the amount Class Counsel requests, and either party may appeal any order that materially alters
22 the Agreement's terms.

23 76. Class Action Certification. The parties are agreeing to class certification for
24 settlement purposes only. This Agreement shall not constitute, in this or any other proceeding,
25 an admission of any kind by Defendant, including without limitation, that certification of a class
26 for trial or any other purpose is appropriate or proper or that Plaintiff can establish any of the
27 requisite elements for class treatment of any of the claims in this Action. If, for any reason, the
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1 Settlement is not approved, this Agreement will be void and the Parties will be restored to their
2 respective positions as if they had not entered into this Agreement. The Parties further agree that
3 this Agreement will not be admissible in this or any other proceeding as evidence that either (i) a
4 class action should be certified or (ii) Defendant is liable to Plaintiffs or any Class Member,
5 other than according to the Settlement's terms. In the event that the Settlement is not approved
6 or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class
7 for trial purposes in this Action.

8 77. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
9 dispute that has arisen between them and to avoid the burden, expense and risk of continued
10 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
11 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
12 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
13 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
14 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement,
15 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
16 construed as an admission or concession by Defendant of any such violations or failures to
17 comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this
18 Agreement, this Agreement and its terms and provisions shall not be offered or received as
19 evidence in any action or proceeding to establish any liability or admission on the part of
20 Defendant or to establish the existence of any condition constituting a violation of, or a non-
21 compliance with, federal, state, local or other applicable law.

23 78. Captions. The captions and section numbers in this Agreement are inserted for
24 the reader's convenience, and in no way define, limit, construe or describe the scope or intent of
25 the provisions of this Agreement.

26 79. Waiver. No waiver of any condition or covenant contained in this Agreement or
27 failure to exercise a right or remedy by any of the Parties hereto shall be considered to imply or
28 constitute a further waiver by such party of the same or any other condition, covenant, right or

1 remedy.

2 80. Enforcement Actions. In the event that one or more of the Parties institutes any
3 legal action or other proceeding against any other Party or Parties to enforce the provisions of
4 this Settlement or to declare rights and/or obligations under this Settlement, the successful Party
5 or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
6 fees and costs, including expert witness fees incurred in connection with any enforcement
7 actions.

8 81. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms
9 and conditions of this Agreement. Accordingly, this Agreement shall not be construed more
10 strictly against one party than another merely by virtue of the fact that it may have been prepared
11 by counsel for one of the Parties, it being recognized that, because of the arms-length
12 negotiations between the Parties, all Parties have contributed to the preparation of this
13 Agreement.

14 82. Representation By Counsel. The Parties acknowledge that they have been
15 represented by counsel throughout all negotiations that preceded the execution of this
16 Agreement, and that this Agreement has been executed with the consent and advice of counsel.
17 Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
18 Agreement.
19

20 83. Cooperation and Execution of Necessary Documents. All Parties shall cooperate
21 in good faith and execute all documents to the extent reasonably necessary to effectuate the
22 terms of this Agreement.

23 84. Binding Agreement. The Parties warrant that they understand and have full
24 authority to enter into this Agreement, and further intend that this Agreement shall be fully
25 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
26 disclosure in any proceeding to enforce its terms.

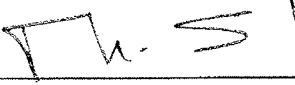
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SIGNATURES

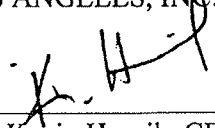
READ CAREFULLY BEFORE SIGNING

Dated: April 17, 2017


Plaintiff RAMON SINGLEY

BLS LIMOSINE SERVICE OF
LOS ANGELES, INC.

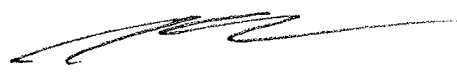
Dated: April 11, 2017


By: Kevin Hornik, CFO

APPROVED AS TO FORM

DATED: April 17, 2017

DIVERSITY LAW GROUP, P.C.

By: 
Larry W. Lee
Attorneys for Plaintiffs and the Class

DATED: April __, 2017

FISHER & PHILLIPS, LLP

By: _____
Christopher Ahearn
Attorneys for Defendant
BLS Limousine Service of Los Angeles, Inc.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

Dated: April __, 2017

Plaintiff RAMON SINGLEY

BLS LIMOSINE SERVICE OF
LOS ANGELES, INC.

Dated: April __, 2017

By: Kevin Hornik, CFO

APPROVED AS TO FORM

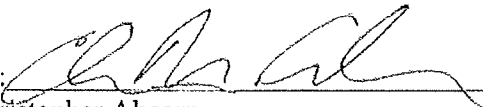
DATED: April __, 2017

DIVERSITY LAW GROUP, P.C.

By: _____
Larry W. Lee
Attorneys for Plaintiffs and the Class

DATED: April 6, 2017

FISHER & PHILLIPS, LLP

By:  _____
Christopher Ahearn
Attorneys for Defendant
BLS Limousine Service of Los Angeles, Inc.

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 South Figueroa Street, Suite 1250, Los Angeles, California 90071.

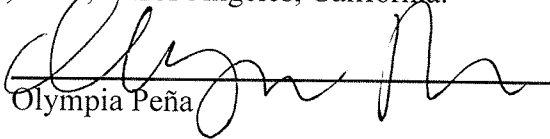
On May 24, 2017, I served the following document(s) described as: **JOINT STIPULATION OF CLASS ACTION SETTLEMENT** on the interested parties in this action as follows:

John K. Skousen, Esq.
Christopher M. Ahearn, Esq.
Fisher & Phillips, LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Attorney for Defendant BLS Limousine Service of Los Angeles, Inc.

 X BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a Court Order I caused the above-entitled document(s) to be served through Case Anywhere at the website www.caseanywhere.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 24, 2017, at Los Angeles, California.


Olympia Peña