

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

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)

**PLAINTIFF'S SUPPLEMENTAL BRIEF IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: October 17, 2017
Time: 2:00 P.M.
Dept.: 310

1 Plaintiff Ramon Singley ("Plaintiff") hereby submits his supplemental brief in further
2 support of his Motion for Preliminary Approval pursuant to this Court's August 28, 2017
3 Preliminary Approval Checklist ("Checklist").

4 With respect to the Settlement Terms raised in the Checklist, the Parties have agreed to
5 amend each of the provisions highlighted by this Court, with the exception of the Class
6 Representative Enhancement (which is discussed further below). The Amended Joint Stipulation
7 of Class Action Settlement ("Amended Stipulation" or "Amended Settlement Agreement"),
8 which incorporates such changes, is being concurrently filed herewith. A redlined version of the
9 Amended Settlement Agreement as compared to the original Settlement Agreement is attached
10 hereto as Exhibit A.

11 As to the scope of the release, the Amended Settlement Agreement has been revised to
12 reflect the deletion of any and all terms that enjoin class members from anything. Similarly, the
13 Amended Settlement Agreement has deleted any mention of the § 1542 release.

14 With respect to the time limit for objections/opt-outs, the Response Deadline has been
15 extended to 60 days, and further extended for those Class Members who receive re-mailed
16 Notice Packets due to an updated address.

17 With respect to the objection procedure, it has been revised to allow objections to be
18 mailed to the settlement administrator and not filed with the Court. Further, the Amended
19 Settlement Agreement also allows Class Members to be heard at the final approval hearing
20 without having to comply with all objection procedures.

21 With respect to the unclaimed funds, the Amended Settlement Agreement now mandates
22 that such funds be paid as follows in accordance with CCP § 384: (a) 25% to the State Treasury
23 for deposit in the Trial Court Improvement and Modernization Fund, (b) 25% to the State
24 Treasury for deposit into the Equal Access Fund of the Judicial Branch, and (c) 50% to the Legal
25 Aid Employment Law Section.

26 With respect to the Class Notice, it has been revised to reflect all of the applicable
27 changes as set forth above. A copy of the revised Class Notice is attached as Exhibit A to the
28

1 Amended Settlement Agreement, and a redlined version as compared to the original Class Notice
2 is attached hereto as Exhibit B.

3 As to why an English-only Class Notice is sufficient, there has been no evidence that the
4 demographics of the Class Members cannot adequately read/understand English, or that such
5 Class Members utilized any non-English language as part of their employment. Thus, the Parties
6 believe that an English-only Notice is sufficient.

7 As to the notice of final judgment, the Parties have agreed that it will be posted on the
8 claims administrator's website. This will be identified in the Proposed Order Granting Final
9 Approval.

10 As to the proposed schedule of events, an amended Proposed Order has been
11 concurrently lodged herewith, which contains a proposed schedule of events, which will still
12 require this Court's input as various events will be based off of when this Court grants
13 preliminary and final approval.

14 As to the Class Representative enhancement, the Amended Settlement Agreement
15 continues to allow the Class Representative to seek up to \$15,000 as the enhancement amount. It
16 does not mean that if the enhancement is ultimately reduced, that the class settlement would be
17 nullified. Plaintiff is well aware that it is within this Court's decision to ultimately decide the
18 enhancement amount and that this Court has the discretion to decrease the requested
19 enhancement amount. As such, Plaintiff does not believe that the potential maximum
20 enhancement amount Plaintiff may seek needs to be revised. Rather, Plaintiff will brief this
21 issue as part of the final approval motion, with the understanding that the ultimate amount to be
22 awarded is within this Court's discretion.

23 With respect to the Court's concern as to the "superiority" of class actions, the only class
24 claim in this case is with respect to Labor Code § 226. This claim limits recovery to each class
25 member to a maximum of \$4,000. Given the limited remedy, which would most likely require
26 small claims lawsuits if brought on an individual basis, and given the limited resources of the
27 Class Members, it is highly unlikely that Class Members would individually bring claims of this
28 nature. As such, resolving this claim on a class-wide basis would be far superior. See *Sav-on*

1 *Drug Stores, Inc.*, 34 Cal. 4th 319, 326 (2004); *Local Joint Exec. Bd. of Culinary/Bartender*
2 *Trust Fund*, 244 F.3d 1152, 1163 (9th Cir. 2001) (superiority requirement met where class
3 members would recover, at most, about \$1,330); *Gentry v. Sup. Ct.*, 42 Cal. 4th 443, 462 (2007)
4 (In employment litigation, class actions are encouraged as “absent effective enforcement, the
5 employer’s cost of paying occasional judgments and fines may be significantly outweighed by
6 the cost savings of not paying overtime”). Further, as explained by the Court of Appeal in
7 *Martinez v. Joe’s Crab Shack Holdings*, 231 Cal. App. 4th 362 (2014), class-wide adjudication of
8 an employer’s policies in the wage and hour context presents a far more efficient method of
9 resolution: “[b]y refocusing its analysis on the policies and practices of the employer and the
10 effect those policies and practices have on the putative class, as well as narrowing the class if
11 appropriate, the trial court may in fact find class analysis a more efficient and effective means of
12 resolving plaintiffs’ [wage and hour] claim.” *Martinez*, 231 Cal. App. 4th at 384.

13 Finally, as to why this settlement was negotiated at arms-length, while the Parties did not
14 mediate this case through a private mediator, there is no such requirement in class action
15 settlements. This is particularly true where the claims at issue are based on objective facts that
16 are largely undisputed. Further, the remedies for such claims are set amounts as they are based
17 on pure statutory and civil penalties. Finally, counsel for both Parties are significantly
18 experienced in wage and hour class actions. In that regard, counsel for the Parties were
19 comfortable discussing and negotiating the settlement without the need of a mediator. Moreover,
20 Defendant provided Plaintiff with the exact data Plaintiff requires to perform a damage analysis.
21 In short, the Parties felt that a private mediator was not necessary and that any such expenses
22 could be reasonably saved and be applied towards the settlement funds in this case. In sum,
23 there is no evidence of collusion, but rather, efficiency by the Parties.

24 Based on the foregoing, it is requested that the Motion be granted in its entirety. An
25 amended proposed order is also lodged herewith pursuant to the Court’s Checklist request.
26
27
28

1 DATED: September 25, 2017

DIVERSITY LAW GROUP, P.C.

2
3 By: 

4 Larry W. Lee

Attorneys for Plaintiff and the Class

EXHIBIT A

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
19 BLS Limousine Service of Los Angeles, Inc.

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

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

24 Plaintiffs,

25 vs.

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

Defendants.

LASC Case No.: BC619822

AMENDED JOINT STIPULATION OF CLASS
ACTION SETTLEMENT

Complaint Filed: May 9, 2016

1 **AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT**

2 This Amended Joint Stipulation of Class Action Settlement ("Agreement" or "Settlement")
3 is made 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 with
5 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 by
11 Defendant. If for any reason the Settlement is not approved, it will be of no force or effect, and
12 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 Case
17 No. BC619822 (filed on May 9, 2016).
18
19 2. "Class Counsel" means Diversity Law Group, P.C.
20
21 3. "Class Counsel's Award" means attorneys' fees agreed upon by the Parties and
22 approved by the Court for Class Counsel's litigation and resolution of the Action, and all
23 reasonable costs incurred and to be incurred by Class Counsel in the Action, including, but not
24 limited to, costs associated with documenting the Settlement, securing the Court's approval of the
25 Settlement, obtaining entry of the Judgment terminating the Action, and any other expenses.
26 Defendant agrees not to oppose Class Counsel's request for an award of fees up to one-third of the
27 Class Settlement Amount (\$150,000.00) and costs in the amount of up to \$15,000.00, subject to
28 the Court finally approving this Settlement. Any portion of the Class Counsel Award not awarded
to Class Counsel shall be added to the Net Settlement Amount.

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. The
4 Class List shall be formatted in Microsoft Office Excel and shall include each Class Member’s full
5 name; most recent mailing address, Social Security Number, and the number of pay periods each
6 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 employees
8 who were employed by Defendant in the State of California at any time from May 9, 2015,
9 through February 17, 2017. Defendant represents there are approximately 265 individuals that
10 comprise of the Settlement Class.

11 6. “Class Period” means the period from May 9, 2015 through the date this Settlement
12 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 Participating
21 Class Members, the Class Representative Enhancement Payment to Plaintiff, Settlement
22 Administration Costs to the Settlement Administrator, the PAGA Payment, and Plaintiff’s Counsel
23 Award. This Class Settlement Amount has been agreed to by Plaintiff and Defendant based on
24 the aggregation of the agreed-upon settlement value of individual claims. In no event will
25 Defendant be liable for more than the Class Settlement Amount. Defendant maintains no
26 reversionary right to any portion of the Class Settlement Amount. The entire Class Settlement
27 Amount will be distributed and no part of the Class Settlement Amount will revert to Defendant.
28

1 9. “Complaint” means the operative Class Action Complaint for Damages filed in the
2 Action.

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

6 11. “Court” means the Los Angeles County Superior Court or any other court taking
7 jurisdiction of the Action.

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

14 13. “Effective Date” means that date that no earlier than next day after the expiration
15 of the revocation period referenced in paragraph 61 below (with regard to the Older Workers’
16 Benefit Protection Act and referenced in such paragraph 61 using the phrase “this Agreement
17 shall not be effective or enforceable until the date upon which the revocation period has expired”),
18 assuming Plaintiff does not exercise such revocation during the required period, and which is also
19 the later of (a) the date the Court grants final approval of this Settlement and enters judgment
20 thereon, (b) the date on which the time for all appeals from objections to the Settlement has
21 passed, if one or more objections to the Settlement are ~~filed~~made and not subsequently
22 withdrawn or (c) if an appeal is taken, the date on which any reviewing court issues a decision,
23 the time for further appeal has expired. The “Effective Date” shall not occur, and no provision
24 of this Agreement shall be effective or enforceable, if Plaintiff exercises timely revocation as
25 referenced in paragraph 61 below (with regard to the Older Workers’ Benefit Protection Act and
26 referenced in such paragraph 61 using the phrase “this Agreement shall not be effective or
27 enforceable until the date upon which the revocation period has expired”).
28

1 14. "Individual Settlement Payment" means each Participating Class Member's share
2 of the Net Settlement Amount (defined below).

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

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

19 17. "Notice of Objection" means a Class Member's valid and timely written objection
20 to the Settlement. For the Notice of Objection to be valid, it must be: (a) signed by the Class
21 Member, (b) ~~filed with the Court and served on all parties~~ mailed to the Settlement Administrator
22 at the specified address indicated in the Notice Packet, and (c) postmarked on or before the
23 Response Deadline.

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

27 19. "Parties" means Plaintiff and Defendant collectively.
28

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

3 21. “Plaintiff” means Ramon Singley.

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

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

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

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

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

26 27. “Response Deadline” means the deadline by which Class Members must postmark
27 to the Settlement Administrator valid Requests for Exclusion or Notices of Objection to the
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1 Settlement. The Response Deadline will be ~~forty-fivesixty~~ (6045) days following the date of initial
2 mailing of the Notice Packet by the Settlement Administrator. In the event that a Class Member
3 receives a re-mailed Notice Packet, the Response Deadline will be extended by fifteen (15) days.:

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

9 29. "Settlement Administration Costs" means the costs payable from the Class
10 Settlement Amount to the Settlement Administrator for administering this Settlement, including,
11 but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,
12 distributing the Class Settlement Amount, and providing necessary reports and declarations, as
13 requested by the Parties. The Settlement Administration Costs shall be paid from the Class
14 Settlement Amount, including, if necessary, any such costs in excess of the amount represented by
15 the Settlement Administrator as being the maximum costs necessary to administer the Settlement.
16 The Settlement Administration Costs are currently estimated to be Six Thousand Five Hundred
17 Dollars (\$6,500.00). To the extent actual Settlement Administration Costs are greater than
18 \$6,500.00, such excess amount shall be taken out of the Class Settlement Amount.

19 30. "Settlement Payment Check" means the payment to Class Members pursuant to this
20 Settlement (who do not submit a Request for Exclusion from the Settlement).
21

22 **TERMS OF AGREEMENT**

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

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

1 and (5) the PAGA Payment.

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

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

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

27
28 35. PAGA Payment. Subject to Court approval, the Parties agree that the amount of

1 Ten Thousand Dollars (\$10,000) from the Class Settlement Amount shall be designated for
2 satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA, Seventy-Five
3 Percent (75%), or \$7,500, of the PAGA Payment shall be paid to the LWDA and Twenty-Five
4 Percent (25%), or \$2,500, shall be distributed to all Class Members.

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

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

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

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 pursuant
4 to this Agreement, shall not be utilized to calculate any additional benefits under any benefit plans
5 to which any Class Members may be eligible, including, but not limited to: profit-sharing plans,
6 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
7 any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any
8 rights, contributions, or amounts to which any Class Members may be entitled under any benefit
9 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 Administrator
13 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 Member
21 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 returned
26 as undeliverable. These searches may be done through a class action locator service. To the extent
27 new and more current addresses are found, the Settlement Administrator will also reprint and re-
28

1 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 will
4 include settlement proceed calculations, printing and issuance of checks, and preparation of 1099
5 Forms. Basic accounting for and payment of employee tax withholdings will also be included as
6 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-mailing
22 on the Notice Packet. If no forwarding address is provided, the Settlement Administrator shall
23 promptly attempt to determine the correct address using a skip-trace, or other search using the
24 name, address and/or Social Security number of the Class Member involved, and shall then
25 perform a re-mailing. Those Class Members who receive a re-mailed Notice Packet shall have an
26 extension of fifteen (15) days from the Response Deadline. ~~the later of (i) an additional fifteen~~
27 ~~(15) days from the remailing or (ii) the Response Deadline, whichever is later.~~ The Parties agree
28

1 to cooperate with the Settlement Administrator to locate a more recent address for Class Members,
2 where necessary.

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

11 45. Request for Exclusion Procedures. Any Class Member may opt-out from the
12 Settlement by signing a written Request for Exclusion to the Settlement Administrator postmarked
13 within the Response Deadline. Requests for Exclusion must: (1) contain the name, signature,
14 address, telephone number and the last four digits of the Social Security number of the person
15 requesting exclusion; (2) clearly state that the Class Member does not wish to be included in the
16 Settlement; (3) be returned by mail, email, or fax to the Settlement Administrator at the specified
17 address; and (4) be postmarked on or before the deadline. The date of the postmark on the return
18 mailing ~~envelope~~ shall be the exclusive means to determine whether a Request for Exclusion has
19 been timely submitted. By submitting such a Request for Exclusion, a Class Member shall be
20 deemed to have exercised his or his option to opt out of the class action lawsuit and not be bound
21 by this Agreement. Accordingly, a Class Member that timely submits a valid Request for
22 Exclusion will not be entitled to any money under this Settlement. A Class Member who does not
23 request exclusion from the Settlement shall be deemed a Class Member and will be bound by all
24 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 Released
28

1 Claims, as well as any Judgment that may be entered by the Court.

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

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

25 49. Certification Reports Regarding Individual Settlement Payment Calculations. The
26 Settlement Administrator shall provide Defendant's counsel and Class Counsel a weekly report
27 which certifies the number of Class Members who have submitted valid Requests for Exclusion.
28

1 Additionally, the Settlement Administrator will provide to counsel for both Parties any updated
2 reports regarding the administration of the Settlement as needed or requested.

3 50. Distribution Timing of Individual Settlement Payments. Within 10 business days
4 of Defendant funding the Class Settlement Amount, the Settlement Administrator shall issue
5 payments to (1) Participating Class Members; (2) the Labor and Workforce Development Agency;
6 (3) Plaintiff; and (4) Class Counsel. The Settlement Administrator shall also issue a payment to
7 itself services performed in connection with the Settlement.

8 51. Uncashed Settlement Payment Checks. Any checks issued by the Settlement
9 Administrator to Class Members shall be negotiable for not less than one hundred twenty (120)
10 calendar days from issuance. The Parties agree that California Civil Procedure Code section 384
11 is applicable to un-cashed or undeliverable Settlement Payment Checks. Those funds represented
12 by Settlement Payment Checks returned as undeliverable and those Settlement Payment Checks
13 remaining un-cashed for more than 120 calendar days after issuance will constitute "unpaid
14 residuals in class action litigation" as described in *Cundiff v. Verizon California, Inc.*, 167 Cal.
15 App. 4th 718 (2008). Those funds represented by un-cashed checks which remain outstanding 120
16 calendar days after the mailing of the Settlement Payment Checks by the Settlement Administrator
17 shall be transmitted as follows: (a) 25% to the State Treasury for deposit in the Trial Court
18 Improvement and Modernization Fund, (b) 25% to the State Treasury for deposit into the Equal
19 Access Fund of the Judicial Branch, and (c) 50% to the Legal Aid Employment Law Section.
20 escheat to the California Department of Industrial Relations, Unclaimed Wages Fund, in the name
21 of the respective employee. In such event, those Class Members will nevertheless remain bound
22 by the Settlement.

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

26 53. Administration Costs if Settlement Fails or is Delayed. If a Notice of Objection is
27 mailed to the Settlement Administrator, ~~n objection to the Settlement is filed with the Court,~~
28

1 regardless of the ultimate outcome of any appeals taken, or if the Settlement is voided or rescinded,
2 any costs incurred by the Settlement Administrator shall be borne equally by Defendant and
3 Plaintiff, unless otherwise specified in this Agreement. If there are no objections-Notices of
4 Objection to the Settlement filed with the Court and the Settlement is not finally approved by the
5 Court or is otherwise voided, any costs incurred by the Settlement Administrator shall be paid by
6 Class Counsel.

7 54. Treatment of Individual Settlement Payments. All Individual Settlement Payments
8 will be allocated as follows: 100% shall be allocated as statutory and civil penalties. The amount
9 of payments shall be reported on an IRS Form 1099 by the Settlement Administrator.

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

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

22 57. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
23 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
24 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
25 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
26 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
27 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
28

1 INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE
2 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
3 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR
4 PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
5 EXCLUSIVELY UPON HIS, HIS OR ITS OWN, INDEPENDENT LEGAL AND TAX
6 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
7 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
8 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
9 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
10 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
11 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
12 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
13 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
14 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
15 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
16 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
17 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
18 AGREEMENT.
19

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

24 59. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all
25 Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted
26 assigns, hereby do and shall be deemed to have fully, finally and forever released, settled,
27 compromised, relinquished and discharged any and all of the Released Parties of and from any and
28 all Released Claims. ~~As to the Released Claims only, the Class expressly waives the rights and~~

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benefits of California Civil Code section 1542. Civil Code section 1542 provides:

~~———— A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS 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.~~

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

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

- violated public policy or common law (including, but not limited to, claims for assault, battery, negligent hiring, retention or supervision, negligent, reckless, or intentional infliction of emotional distress, breach of contract, intentional or tortious interference with contract or business relations, fraud, misrepresentation, conversion, promissory estoppel, detrimental reliance, wrongful termination,

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1 retaliatory discharge, personal injury, defamation, libel, slander, negligence,
2 invasion of privacy, conspiracy, and/or mental anguish, or loss of consortium); or

- 3
- 4 • violated personnel policies, procedures, or handbooks, any covenant of good faith
5 and fair dealing, or any purported contract of employment, express or implied, that
6 has existed at any time between Plaintiff and Defendant; or
- 7
- 8 • failed to provide Plaintiff with any benefits pursuant to the terms of any employee
9 benefit plan maintained, administered, sponsored, funded and/or paid, in whole or
10 in part, by Defendant, violated the terms of any such employee benefit plan,
11 breached any fiduciary obligation with respect to such plan, or discriminated
12 against Plaintiff for the purpose of preventing Plaintiff from obtaining benefits
13 pursuant to the terms of any such plan, or in any way violated any provision of the
14 Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001
15 et seq.;
- 16
- 17 • retaliated against or discriminated against Plaintiff on the basis of sex (including
18 sexual harassment), race, color, national origin, ancestry, religion, religious creed,
19 disability, handicap, medical condition, genetic information, age, military and/or
20 veteran status, sex, sexual orientation, gender, gender identity, gender expression,
21 marital status, parental status, source of income, request for family and/or medical
22 care leave, or any other basis in violation of any city, local, state, or federal laws,
23 statutes, ordinances, executive orders, regulations, or constitutions or otherwise
24 violated any city, local, state, or federal laws, statutes, ordinances, executive orders,
25 regulations, or constitutions, including Title VII of the Civil Rights Act of 1964, as
26 amended, 42 U.S.C. § 2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. § 1981,
27 the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621
28 et seq., the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.,

1 the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et
2 seq., the Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), and the Family
3 and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601 et seq.; or

- 4 • violated any city, county, local, state, or federal wage and hour laws, statutes,
5 ordinances, executive orders, or regulations, including but not limited to, those
6 related to time worked, overtime, rest periods, meal periods, and business
7 expenses..

8
9 Specifically, Plaintiff waives all rights and benefits afforded by California Civil Code Section
10 1542, which provides:

11
12 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE
13 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HIS
14 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF
15 KNOWN BY HIM OR HIS MUST HAVE MATERIALLY AFFECTED HIS OR
16 HIS SETTLEMENT WITH THE DEBTOR.

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

1 email: cahearn@fisherphillips.com; fax: 949-851-0152, to be received by the close of business
2 on the seventh (7th) day following Plaintiff's execution of this Agreement.

3
4 Plaintiff also agrees to relinquish any and all rights to employment with Defendant and to
5 never seek rehire or employment with Defendant, either directly, through a temporary agency, or
6 by any other method. In the event that Plaintiff is ever mistakenly employed by Defendant, or any
7 of its parents, successors, affiliates, and/or subsidiaries, Plaintiff agrees to have his employment
8 terminated with no resulting claim or cause of action against Defendant, or any of its employees,
9 agents, attorneys, representatives, insurers, parents, successors, affiliates, and/or subsidiaries.

10
11 61. Nullification of Settlement. In the event that the Settlement does not become final
12 for any reason, then this Agreement, and any documents generated to bring it into effect, shall be
13 null and void. Any order or judgment entered by the Court in furtherance of this Agreement shall
14 likewise be treated as void from the beginning.

15
16 62. Preliminary Approval Hearing. Plaintiff shall obtain a hearing before the Court to
17 request the Preliminary Approval of the Settlement, and the entry of a Preliminary Approval Order:
18 (i) approving of the proposed Settlement, and (ii) setting a date for a Final Approval/Settlement
19 Fairness Hearing. The Preliminary Approval Order shall provide for the Notice Packet to be sent
20 to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing,
21 Plaintiff shall submit this Agreement, which sets forth the terms of this Settlement, and will include
22 the proposed Notice Packet, attached to this Agreement as Exhibit A.

23
24 63. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
25 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
26 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
27 Final Approval of the Settlement along with the amounts properly payable for (i) Individual
28 Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (ii) the Class
Counsel's Award; (iii) the Class Representative Enhancement Payment; and (iv) all Settlement
Administration Costs. The Final Approval/Settlement Fairness Hearing shall not be held earlier

1 than thirty (30) days after the Response Deadline. Class Counsel will be responsible for drafting
2 all documents necessary to obtain final approval. Class Counsel will also be responsible for
3 drafting the attorneys' fees and costs application to be heard at the final approval hearing.

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

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

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

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

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

22 69. Authorization to Enter Into Agreement. Counsel for all Parties warrant and
23 represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Agreement and to take all appropriate action required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate its terms and to execute any other documents required to
26 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
27 other and use their best efforts to effect the implementation of the Settlement. If the Parties are
28

1 unable to reach agreement on the form or content of any document needed to implement the
2 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
3 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

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

8 72. Execution and Counterparts. This Agreement is subject only to the execution of all
9 Parties. However, the Agreement may be executed in one or more counterparts. All executed
10 counterparts and each of them, including facsimile and scanned copies of the signature page, shall
11 be deemed to be one and the same instrument provided that counsel for the Parties shall exchange
12 among themselves original signed counterparts.

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

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

26 75. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
27 that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below the
28

1 amount Class Counsel requests, and either party may appeal any order that materially alters the
2 Agreement's terms.

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

15 77. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
16 dispute that has arisen between them and to avoid the burden, expense and risk of continued
17 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
18 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
19 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
20 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
21 engaged in any other unlawful conduct with respect to its employees. Neither this Agreement, nor
22 any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as
23 an admission or concession by Defendant of any such violations or failures to comply with any
24 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
25 Agreement and its terms and provisions shall not be offered or received as evidence in any action
26 or proceeding to establish any liability or admission on the part of Defendant or to establish the
27 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
28

1 local or other applicable law.

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

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

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

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

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

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

26 84. Binding Agreement. The Parties warrant that they understand and have full
27 authority to enter into this Agreement, and further intend that this Agreement shall be fully
28

1 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
2 disclosure in any proceeding to enforce its terms.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

RAMON SINGLEY

Dated: ~~March~~ September __, 2017 _____
Plaintiff Ramon Singley

BLS LIMOSINE SERVICE OF LOS ANGELES,
INC.

Dated: ~~March~~ September __, 2017 _____

Please Print Name of Authorized Signatory

APPROVED AS TO FORM

DATED: ~~March~~ September __, 2017 DIVERSITY LAW GROUP, P.C.

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

DATED: ~~March~~ September __, 2017 FISHER & PHILLIPS, LLP

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

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA LOS ANGELES COUNTY
Ramon Singley v. BLS Limousine Service of Los Angeles, Inc.
Case No. BC619822

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

«Barcode» «BarcodeString»
SIMID «SIMID»
ATTN: «FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

**YOU ARE ESTIMATED TO RECEIVE
APPROXIMATELY
\$«MERGED_EstSettAmt_CALC»
THROUGH THIS CLASS ACTION
SETTLEMENT**

To: All current and former employees who were employed by BLS Limousine Service of Los Angeles, Inc. in the State of California at any time from May 9, 2015, through February 17, 2017.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the "Settlement") has been reached of a class action lawsuit entitled *Ramon Singley v. BLS Limousine Service of Los Angeles, Inc.*, currently pending in the Superior Court of the State of California Los Angeles County, Case No. BC619822 (the "Lawsuit").

The Notice explains the nature of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Ramon Singley ("Class Representative") filed a complaint in this Court against BLS Limousine Service of Los Angeles, Inc. ("BLS") on May 9, 2016, alleging that Class Members received wage statements that violated the law and received the untimely payment of wages after the close of the pay period. For these alleged violations, the Class Representative sought statutory and civil penalties. BLS vehemently denies the allegations in the Lawsuit and is prepared to defend the action vigorously. The Court has not made a ruling on the merits of the action.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Ramon Singley, a former employee of BLS, is the Class Representative or Named Plaintiff in the Lawsuit, and asserts claims on behalf of himself and the class. BLS is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former employees of BLS in the state of California at any time between May 9, 2015 through February 17, 2017.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on *****, 2017 in the Superior Court of the State of California for Los Angeles County, at which Judge Kenneth R. Freeman preliminarily approved the Settlement of this Lawsuit. The Settlement will resolve the following claims against

BLS: (1) all claims for violations of Labor Code section 204 predicated on the untimely payment of wages after the close of the pay period and (2) all claims for improperly itemized wage statements pursuant to California Labor Code section 226.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by BLS that the claims in the Lawsuit have merit or that BLS has any liability to the Plaintiff or the Class Members on those claims. The Court has made no ruling on the merits of the Lawsuit.

The parties have agreed to settle the case for a maximum of \$450,000 ("Gross Settlement Amount"). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed \$150,000; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, not to exceed \$15,000; (3) service payment to the class representative Ramon Singley for services in the Lawsuit, in an amount not to exceed \$15,000; (4) administration settlement costs of approximately \$****; and (5) \$7,500.00 will be paid to the Labor Workforce Development Agency, State of California, representing civil penalties alleged in this matter. The amount of money remaining after these payments, which is approximately \$****, is the amount that will be distributed to individuals who do not opt-out of this settlement based on the number of pay periods each Class Member was issued an itemized wage statement (i.e., pay stub) between May 9, 2015 through ***** ("Class Period"). This amount is known as the "Net Settlement Amount."

The Settlement Administrator will determine each eligible Class Member's settlement payment by dividing the Net Settlement Amount by the total number of pay periods all Class Member were issued an itemized wage statement during the Class Period, resulting in a dollar value per pay period, and then multiplying this value to the number of pay periods each Class Member was issued an itemized wage statement during the Class Period dividing the Net Settlement Amount by the total number of Class Members who do not opt-out of this Settlement. The average net settlement payment to each Class Member is currently estimated to be \$****. All claims will be paid from the Net Settlement Amount.

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6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment.

Upon such Order and Judgment, you will release the following claims, and will be barred from prosecuting any and all such claims against BLS:

Any and all of the Class Members' claims, causes of action, damages, wages, benefits, expenses, penalties, debts, rights, demands, liabilities, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, arising from, or related to the same set of operative facts as those alleged in the Action, including the Complaint, against BLS, that accrued at any time during the Class Period, as follows: (1) all claims for improperly itemized wage statements pursuant to California Labor Code section 226; and (2) all claims for untimely payment of wages pursuant to California Labor Code section 204; and (3) all claims pursuant to the California Private Attorney General Act, California Labor Code § 2699 et seq. ("PAGA") that are predicated upon any violations of California Labor Code sections 204 and 226 (the "Released Claims").

In addition, with respect to only the Released Claims discussed above, you expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law related to the foregoing released claims, which provides:

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

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar all Class Members from prosecuting any and all such claims against BLS. You will remain bound by the Settlement, and you cannot sue, continue to sue or be a part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Joint Stipulation of Class Action Settlement, which can be viewed at the Courthouse (Los Angeles County Court House located at 600 S Commonwealth Ave, Los Angeles, California 90005) during normal business hours.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately thirty (30) days after the Final Approval Hearing on *****, 2017, if the Settlement is approved and no objections are made. Class Counsel, appointed and approved by the Court for settlement purposes only, will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written request for exclusion to the Settlement Administrator at the following address: Ramon Singley v. BLS Limousine Service of Los Angeles, Inc.,*****
***** Requests for Exclusion must: (1) contain your name, signature, address, telephone number, and the last four digits of your social security number; (2) clearly state that you do not wish to be included in the Settlement; (3) be returned to the Settlement Administration at the specified address; and (4) be postmarked on or before ***** 2017

If you timely request to be excluded from the settlement, you will not receive any payment under the Settlement and will not be bound by anything that happens in this Lawsuit.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice.

Class Counsel will not represent your interests if you request to be excluded.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who does not request exclusion You can object to any of the terms of the Settlement before the Final Approval Hearing. If you have not requested to be excluded and want to object to the Settlement, you must mail a written objection to the Settlement Administrator at the following address: Ramon Singley v. BLS Limousine Service of Los Angeles, Inc. ***** Your written objection must be postmarked on or before *** 2017. If you do not object within the time and manner provided, you will be deemed to have waived your objections to the Settlement, and will be foreclosed from making any objections to the Settlement. You may appear at the Final Approval Hearing to object to the Settlement, by filing a written objection. You may also appear personally at the Final Approval Hearing to object, or through your own counsel, paid for at your own expense. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive a monetary award. Your objection must be filed on or before *****, 2017. To file a written objection and/or a notice of intention to appear at the Final Approval Hearing, you may file it with the Clerk of the Court and mail copies to Counsel for the Parties and the Settlement Administrator at the following addresses:

Counsel for Plaintiff:	Counsel for Defendant:
Larry W. Lee	John K. Skousen
Kristen Agnew	Christopher M. Ahearn
DIVERSITY LAW GROUP, P.C.	FISHER & PHILLIPS LLP
515 South Figueroa Street, Suite 1250	2050 Main Street, Suite 1000
Los Angeles, CA 90071	Irvine, California 92614
Telephone: (213) 488-6555	Telephone: (949) 851-2424
Facsimile: (213) 488-6554	Facsimile: (949) 851-0152
Office of the Court Clerk	Settlement Administrator:
600 S Commonwealth Ave	Singley v. BLS
Los Angeles, California 90005	c/o *****

You may also appear personally at the Final Approval Hearing to object, or through your own counsel, paid for at your own expense.

10. WHAT IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement whether or not they cash their Individual Settlement Payments. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims during the period between May 9, 2015 through ***** 2017.

11. WILL THE CLASS REPRESENTATIVE BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Ramon Singley will request a service award of up to \$15,000.00 for his service as Class Representative and for his efforts in bringing the Lawsuit. The Court will make the final decision as to the amount to be paid to the representative Plaintiff.

12. DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that the interests of Plaintiff and the Class Members are represented by:

Larry W. Lee
Kristen Agnew

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DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

(collectively, "Class Counsel"). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed \$150,000 for their attorneys' fees and litigation costs not exceeding \$15,000. The actual amount awarded to Class Counsel will be determined by the Court.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the representative Plaintiff.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on ***** 2017 at *** a.m., in Department 310 of the Superior Court for the State of California Los Angeles County, which is located at 600 S Commonwealth Ave, Los Angeles, California 90005 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing unless you have timely filed an objection with the Court. However, you have the right to attend the Final Approval Hearing and be represented by your own counsel at your own expense. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the Final Approval Hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have not requested to be excluded, you may speak or object at the Final Approval Hearing only if (a) you have timely served and filed an Objection; and (b) followed the procedures set forth in Section 9 above for notifying the Court and the parties that you intend to speak at the Final Approval Hearing.

———If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation of Class Action Settlement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the amendment thereto, the Court's Preliminary Approval Order, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court for the State of California Los Angeles County during normal business hours. The Courthouse is located at 600 S Commonwealth Ave, Los Angeles, California 90005.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Singley/BLS Class Action Settlement.

Singley v. BLS
c/o *****

(877) *****

You may also contact the attorneys for the Class, whose names and contact information is listed above.

18. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE

(Code of Civil Procedure Sections 1013a, 2015.5)

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