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9 Attorneys for Plaintiff and the Class

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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.

Case No.: BC619822

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

**[SECOND AMENDED PROPOSED] ORDER  
GRANTING PRELIMINARY APPROVAL OF  
SETTLEMENT AND SETTING A  
SETTLEMENT FAIRNESS HEARING**

Date: October 17, 2017

Time: 2:00 P.M.

Dept.: 310

1 Plaintiff's application for an Order Granting Preliminary Approval of Class and  
2 Representative Action Settlement was filed with the Court on May 24, 2017, and a hearing was  
3 held before this Court on October 17, 2017. Appearing at the hearing were Larry W. Lee of  
4 Diversity Law Group, P.C. as Class Counsel for the Class and Chris Ahearn of Fisher & Phillips,  
5 LLP for Defendant.

6 The Court has considered the Amended Joint Stipulation of Class Action Settlement, and  
7 subject to additional modifications to be reflected in a Second Amended Joint Stipulation of  
8 Class Action Settlement ("Amended Settlement Agreement") and all other papers filed in this  
9 action.

10 NOW THEREFORE, IT IS HEREBY ORDERED:

11 1. This Court grants preliminary approval of the Settlement and the Settlement Class  
12 based upon the terms set forth in the Amended Settlement Agreement between Plaintiff and  
13 Defendant filed herewith. The Settlement appears to be fair, adequate and reasonable to the  
14 Class;

15 2. The Class Representative and Defendant (hereafter, "Settling Parties"), through  
16 their counsel of record in the Litigation, have reached an agreement to settle all claims in the  
17 Litigation on behalf of the Class (as defined below and in the Amended Settlement Agreement)  
18 as a whole;

19 3. The Court hereby conditionally certifies the following Class for settlement  
20 purposes only:

21 The Class: All current and former employees who were employed by Defendant  
22 in the State of California at any time from May 9, 2015, through February 17,  
23 2017. The Class is composed of approximately 265 individuals.

24 Should for whatever reason the Amended Settlement Agreement not become Final, the  
25 fact that the parties were willing to stipulate to certification of a class as part of the Amended  
26 Settlement Agreement shall have no bearing on, or be admissible in connection with, the  
27 Litigation or the issue of whether a class should be certified in a non-settlement context.

28 4. The Court appoints and designates: (a) Plaintiff Ramon Singley as the Class

Representatives and (b) Howard L. Magee, Larry W. Lee, and Kristen Agnew of Diversity Law Group, P.C. as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to the Amended Settlement Agreement, and such other acts reasonably necessary to finalize the Amended Settlement Agreement and its terms. Any Class Member may enter an appearance through his or her own counsel at such Class Member's own expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

5. The Court hereby approves the terms and conditions provided for in the Amended Settlement Agreement. The Court finds that on a preliminary basis the Amended Settlement Agreement falls within the range of reasonableness of a settlement, including the amount of the PAGA penalties, and appears to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing and final approval by the Court. It appears to the Court on a preliminary basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when balanced against the probable outcome of further litigation relating to liability and damages issues. It also appears that investigation, research, and court proceedings have been conducted so that counsel for the Settling Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement at this time will avoid substantial additional costs by all Settling Parties, as well as avoid the delay and risks that would be presented by the further prosecution of the Litigation. It also appears that settlement has been reached as a result of intensive, serious, and non-collusive arms-length negotiations.

6. Pursuant to the terms of the Amended Settlement Agreement, the Parties shall comply with the following schedule:

| ITEM                                               | DEADLINE          |
|----------------------------------------------------|-------------------|
| Delivery of Class Data to Settlement Administrator | November 16, 2017 |
| Dissemination of Class Notice                      | November 27, 2017 |
| Deadline for submission of                         | January 26, 2018  |

|   |                                                                                                               |                                                                |
|---|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| 1 | Objections and opt-outs                                                                                       |                                                                |
| 2 | Motion for Final Approval of Class Action Settlement, Attorneys' Fees/Costs, Class Representative Enhancement | February 27, 2018 at 3:00 p.m.                                 |
| 3 | Final Accounting/Distribution of Residual Funds                                                               | Approximately 180 days after the Order Granting Final Approval |

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6           7.       The Court hereby approves, as to form and content, the Class Notice to be sent to  
7 Class Members, which is attached as Exhibit A to the Amended Settlement Agreement. The  
8 Court finds that distribution of the Class Notice to Class Members substantially in the manner  
9 and form set forth in the Amended Settlement Agreement and this Order meets the requirements  
10 of due process and shall constitute due and sufficient notice to all parties entitled thereto.

11           8.       The Court appoints and designates Phoenix Settlement Administrators as the  
12 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the  
13 approved Class Notice, to Class Members using the procedures set forth in the Amended  
14 Settlement Agreement.

15           9.       Any Class Member may choose to opt out of and be excluded from the settlement  
16 as provided in the Amended Settlement Agreement and Class Notice and by following the  
17 instructions for requesting exclusion. Any person who timely and properly opts out of the  
18 settlement will not be bound by the Amended Settlement Agreement or have any right to object,  
19 appeal, or comment thereon. Any Opt Out request must be in writing and signed by each such  
20 Class Member opting out and must otherwise comply with the requirements delineated in the  
21 Class Notice. Class Members who have not requested exclusion by submitting a valid and  
22 timely Opt Out request, by the Opt Out deadline, shall be bound by all determinations of the  
23 Court, the Amended Settlement Agreement, and Judgment.

24           10.      Any Class Member may object to the Amended Settlement Agreement or express  
25 his or her views regarding the Amended Settlement Agreement, and may present evidence and  
26 file briefs or other papers that may be proper and relevant to the issues to be heard and  
27 determined by the Court as provided in the Class Notice.

28           11.      To facilitate administration of the Settlement pending final approval, this Court

1 hereby enjoins Plaintiff and all Settlement Class Members from filing or prosecuting any claims,  
2 suits or administrative proceedings regarding claims released by the Settlement unless and until  
3 such Class Members have filed valid Requests for Exclusion with the Settlement Administrator  
4 and the time for requesting exclusion has elapsed.

5 12. The Motion for Final Approval shall be filed by the Class Representative no later  
6 than sixteen (16) court days before the Settlement Fairness Hearing.

7 13. The Court reserves the right to adjourn or continue the date of the Settlement  
8 Fairness Hearing and all dates provided for in the Amended Settlement Agreement without  
9 further notice to the Class, and retains jurisdiction to consider all further applications arising out  
10 of or connected with the Amended Settlement Agreement.

11 IT IS SO ORDERED.

12  
13 DATED: \_\_\_\_\_

\_\_\_\_\_  
14 HON. KENNETH R. FREEMAN  
15 SUPERIOR COURT OF CALIFORNIA  
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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.

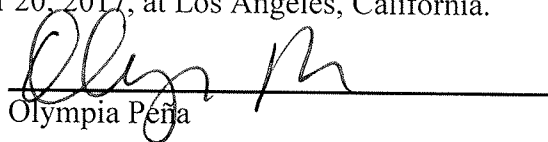
On October 20, 2017, I served the following document(s) described as: **[SECOND AMENDED PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF SETTLEMENT AND SETTING A SETTLEMENT FAIRNESS HEARING** on the interested parties in this action as follows:

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](http://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 October 20, 2017, at Los Angeles, California.

  
Olympia Peña