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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

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

Complaint Filed: May 9, 2016

SECOND AMENDED JOINT STIPULATION OF CLASS ACTION SETTLEMENT

This Second Amended Joint Stipulation of Class Action Settlement ("Agreement" or

1 “Settlement”) is made and entered into by and between Plaintiff Ramon Singley (“Singley” or
2 “Plaintiff”) and Defendant BLS Limousine Service of Los Angeles, Inc. (“BLS” or “Defendant”)
3 (collectively with Singley, the “Parties”).

4 **RECITALS**

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

11 **DEFINITIONS**

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

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

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

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

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

5 5. "Class Member(s)" or "Settlement Class" means all current and former employees
6 who were employed by Defendant in the State of California at any time from May 9, 2015,
7 through February 17, 2017. Defendant represents there are approximately 265 individuals that
8 comprise of the Settlement Class. Any individual hired by Defendant after February 17, 2017 shall
9 not be a Class Member, and this Agreement shall not apply to any such individuals.

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

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

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

27 9. "Complaint" means the operative Class Action Complaint for Damages filed in the
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1 Action.

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

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

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

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

27
28 14. "Individual Settlement Payment" means each Participating Class Member's share

1 of the Net Settlement Amount (defined below).

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

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

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

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

25 19. "Parties" means Plaintiff and Defendant collectively.

26 20. "Participating Class Members" means all Class Members who do not submit valid
27 Requests for Exclusion.
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1 21. “Plaintiff” means Ramon Singley.

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

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

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

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

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

24 27. “Response Deadline” means the deadline by which Class Members must postmark
25 to the Settlement Administrator valid Requests for Exclusion or Notices of Objection to the
26 Settlement. The Response Deadline will be sixty (60) days following the date of initial mailing of
27 the Notice Packet by the Settlement Administrator. In the event that a Class Member receives a
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1 re-mailed Notice Packet, the Response Deadline will be extended by fifteen (15) days.

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

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

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

20 **TERMS OF AGREEMENT**

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

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

28 32. Class Counsel's Award. Defendant agrees not to oppose or impede any application

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

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

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

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

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

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

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

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

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

12 a. Establish and maintain an interest bearing Qualified Settlement Fund
13 account.

14 b. Calculate the amount of the Settlement each Class Member is eligible to
15 receive.

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

20 d. Printing and mailing the Class Members Notice.

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

23 f. Conducting additional address searches for mailed Notices that are returned
24 as undeliverable. These searches may be done through a class action locator service. To the extent
25 new and more current addresses are found, the Settlement Administrator will also reprint and re-
26 mail Notices accordingly.

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

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

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

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

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

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

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

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

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

26 47. Objection Procedures. Any Class Member who does not opt-out of this Settlement
27 shall be entitled to object to the Settlement. To object to the Settlement, a Class Member must
28 return by mail a Notice of Objection to the Settlement Administrator at the specified address on or

1 before the Response Deadline. The Notice of Objection must be signed by the Class Member and
2 contain all information required by this Settlement Agreement. The postmark date on the return
3 mailing shall be deemed the exclusive means for determining that the Notice of Objection is timely.
4 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class
5 Members to submit written objections to the Settlement or appeal from the Order and Judgment.
6 Class Counsel shall not represent any Class Members with respect to any such objections to this
7 Settlement. Any Class Member who opts-out of this Settlement shall not be allowed to object to
8 this Settlement.

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

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

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

25 51. Uncashed Settlement Payment Checks. Any checks issued by the Settlement
26 Administrator to Class Members shall be negotiable for not less than one hundred twenty (120)
27 calendar days from issuance. The Parties agree that California Civil Procedure Code section 384
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1 is applicable to un-cashed or undeliverable Settlement Payment Checks. Those funds represented
2 by Settlement Payment Checks returned as undeliverable and those Settlement Payment Checks
3 remaining un-cashed for more than 120 calendar days after issuance will constitute “unpaid
4 residuals in class action litigation” as described in *Cundiff v. Verizon California, Inc.*, 167 Cal.
5 App. 4th 718 (2008). Those funds represented by un-cashed checks which remain outstanding 120
6 calendar days after the mailing of the Settlement Payment Checks by the Settlement Administrator
7 shall be transmitted as follows: (a) 25% to the State Treasury for deposit in the Trial Court
8 Improvement and Modernization Fund, (b) 25% to the State Treasury for deposit into the Equal
9 Access Fund of the Judicial Branch, and (c) 50% to the Legal Aid Employment Law Section. In
10 such event, those Class Members will nevertheless remain bound by the Settlement.

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

14 53. Administration Costs if Settlement Fails or is Delayed. If a Notice of Objection is
15 mailed to the Settlement Administrator, regardless of the ultimate outcome of any appeals taken,
16 or if the Settlement is voided or rescinded, any costs incurred by the Settlement Administrator
17 shall be borne equally by Defendant and Plaintiff, unless otherwise specified in this Agreement.
18 If there are no Notices of Objection to the Settlement and the Settlement is not finally approved
19 by the Court or is otherwise voided, any costs incurred by the Settlement Administrator shall be
20 paid by Class Counsel.

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

24 55. Administration of Taxes by the Settlement Administrator. The Settlement
25 Administrator shall be responsible for issuing to Plaintiff, Participating Class Members, and Class
26 Counsel, 1099 forms or other tax forms as may be required by law for all amounts paid pursuant
27 to this Agreement.
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1 56. Tax Liability. Defendant makes no representation as to the tax treatment or legal
2 effect of the payments called for hereunder, and Plaintiff and Participating Class Members are not
3 relying on any statement, representation, or calculation by Defendant or by the Settlement
4 Administrator in this regard. Plaintiff and Participating Class Members understand and agree that
5 they will be solely responsible for the payment of any taxes and penalties assessed on their
6 respective payments described herein and will defend, indemnify, and hold Defendant free and
7 harmless from and against any claims resulting from treatment of such payments as non-taxable
8 damages.

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

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

10 59. Release of Claims by Class Members. Upon the Effective Date, Plaintiff and all
11 Class Members, as well as their spouses, heirs, executors, administrators, trustees, and/or permitted
12 assigns, hereby do and shall be deemed to have fully, finally and forever released, settled,
13 compromised, relinquished and discharged any and all of the Released Parties of and from any and
14 all Released Claims.

15 60. General Release by Plaintiff. Upon the Effective Date, and as a condition of
16 receiving the Class Representative Enhancement Payment, Plaintiff Ramon Singley will agree to
17 the additional following General Release: In consideration of Defendant's promises and
18 agreements as set forth herein, Plaintiff also fully and completely waives, releases, and forever
19 discharges the Defendant from any and all claims, charges, complaints, actions, causes of action,
20 lawsuits, grievances, controversies, disputes, demands, agreements, contracts, covenants,
21 promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual,
22 compensatory, punitive, and liquidated damages), attorneys' fees, costs, remedies, and/or any other
23 liabilities of any kind, nature, description, or character whatsoever that Plaintiff may have against
24 Defendant arising out of Plaintiff's employment with Defendant, the separation of such
25 employment, or any other fact, condition, circumstance, or occurrence whatsoever up to and
26 including the date on which this Agreement is fully executed, whether known or unknown,
27 suspected or concealed, and whether presently asserted or otherwise, including, but not limited to,
28

1 all claims that Defendant:

- 2 • violated public policy or common law (including, but not limited to, claims for
3 assault, battery, negligent hiring, retention or supervision, negligent, reckless, or
4 intentional infliction of emotional distress, breach of contract, intentional or
5 tortious interference with contract or business relations, fraud, misrepresentation,
6 conversion, promissory estoppel, detrimental reliance, wrongful termination,
7 retaliatory discharge, personal injury, defamation, libel, slander, negligence,
8 invasion of privacy, conspiracy, and/or mental anguish, or loss of consortium); or
- 9 • violated personnel policies, procedures, or handbooks, any covenant of good faith
10 and fair dealing, or any purported contract of employment, express or implied, that
11 has existed at any time between Plaintiff and Defendant; or
- 12 • failed to provide Plaintiff with any benefits pursuant to the terms of any employee
13 benefit plan maintained, administered, sponsored, funded and/or paid, in whole or
14 in part, by Defendant, violated the terms of any such employee benefit plan,
15 breached any fiduciary obligation with respect to such plan, or discriminated
16 against Plaintiff for the purpose of preventing Plaintiff from obtaining benefits
17 pursuant to the terms of any such plan, or in any way violated any provision of the
18 Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001
19 et seq.;
- 20 • retaliated against or discriminated against Plaintiff on the basis of sex (including
21 sexual harassment), race, color, national origin, ancestry, religion, religious creed,
22 disability, handicap, medical condition, genetic information, age, military and/or
23 veteran status, sex, sexual orientation, gender, gender identity, gender expression,
24 marital status, parental status, source of income, request for family and/or medical
25 care leave, or any other basis in violation of any city, local, state, or federal laws,
26 statutes, ordinances, executive orders, regulations, or constitutions or otherwise
27 violated any city, local, state, or federal laws, statutes, ordinances, executive orders,
28 regulations, or constitutions, including Title VII of the Civil Rights Act of 1964, as
amended, 42 U.S.C. § 2000e et seq., the Civil Rights Act of 1866, 42 U.S.C. § 1981,

1 the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621
2 et seq., the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.,
3 the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et
4 seq., the Equal Pay Act of 1963, as amended, 29 U.S.C. § 206(d), and the Family
5 and Medical Leave Act of 1993, as amended, 29 U.S.C. § 2601 et seq.; or

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

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 61. Plaintiff acknowledges that he is knowingly and voluntarily waiving and releasing
18 any rights he may have under the Age Discrimination in Employment Act ("ADEA"). Plaintiff
19 also acknowledges that the consideration given for the waivers and releases in this Agreement is
20 in addition to anything of value to which he was already entitled. Plaintiff further acknowledges
21 that 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 Plaintiff also agrees to relinquish any and all rights to employment with Defendant and to never
4 seek rehire or employment with Defendant, either directly, through a temporary agency, or by any
5 other method. In the event that Plaintiff is ever mistakenly employed by Defendant, or any of its
6 parents, successors, affiliates, and/or subsidiaries, Plaintiff agrees to have his employment
7 terminated with no resulting claim or cause of action against Defendant, or any of its employees,
8 agents, attorneys, representatives, insurers, parents, successors, affiliates, and/or subsidiaries.

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

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

21 64. Final Settlement Approval Hearing. Upon expiration of the deadlines to submit
22 Requests for Exclusion or Notices of Objections to the Settlement, and with the Court's
23 permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine the
24 Final Approval of the Settlement along with the amounts properly payable for (i) Individual
25 Settlement Payments; (ii) the Labor and Workforce Development Agency Payment; (ii) the Class
26 Counsel's Award; (iii) the Class Representative Enhancement Payment; and (iv) all Settlement
27 Administration Costs. The Final Approval/Settlement Fairness Hearing shall not be held earlier
28 than thirty (30) days after the Response Deadline. Class Counsel will be responsible for drafting

1 all documents necessary to obtain final approval. Class Counsel will also be responsible for
2 drafting the attorneys' fees and costs application to be heard at the final approval hearing.

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

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

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

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

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

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

1 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms
2 of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

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

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

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

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

25 76. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however,
26 that Plaintiffs or Class Counsel may appeal any reduction in the Class Counsel's Award below the
27 amount Class Counsel requests, and either party may appeal any order that materially alters the
28

1 Agreement's terms.

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

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

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

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

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

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

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

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

25 85. Binding Agreement. The Parties warrant that they understand and have full
26

27 ///

28 ///

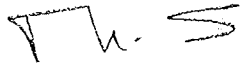
1 authority to enter into this Agreement, and further intend that this Agreement shall be fully
2 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
3 disclosure in any proceeding to enforce its terms.

4 **SIGNATURES**

5
6 **READ CAREFULLY BEFORE SIGNING**

7
8 RAMON SINGLEY

9 Dated:  September 19, 2017


Plaintiff Ramon Singley

11 BLS LIMOSINE SERVICE OF LOS ANGELES,
12 INC.

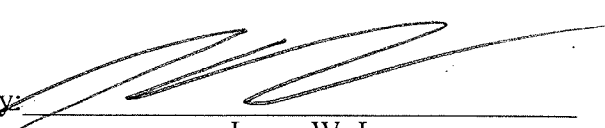
13 Dated: September __, 2017

14
15 Please Print Name of Authorized Signatory

16
17 **APPROVED AS TO FORM**

18
19 
20 DATED: ~~September~~ September 19, 2017

DIVERSITY LAW GROUP, P.C.

21
22 By: 

Larry W. Lee
Attorneys for Plaintiffs and the Class

23
24 DATED: September __, 2017

FISHER & PHILLIPS, LLP

25
26 By: _____

27 Christopher Ahearn
28 Attorneys for Defendant BLS Limousine Service of
Los Angeles, Inc.

1 authority to enter into this Agreement, and further intend that this Agreement shall be fully
2 enforceable and binding on all Parties, and agree that it shall be admissible and subject to
3 disclosure in any proceeding to enforce its terms.

4 **SIGNATURES**

5
6 **READ CAREFULLY BEFORE SIGNING**

7
8 **RAMON SINGLEY**

9 Dated: September __, 2017

Plaintiff Ramon Singley

11 BLS LIMOSINE SERVICE OF LOS ANGELES,
12 INC.

13 Dated: ~~September~~ ^{October} 20, 2017

14 KEVIN HORNIK CFO

15 Please Print Name of Authorized Signatory

16
17 **APPROVED AS TO FORM**

18
19
20 DATED: September __, 2017

DIVERSITY LAW GROUP, P.C.

21
22 By: _____
23 Larry W. Lee
Attorneys for Plaintiffs and the Class

24 DATED: ^{October 20} ~~September~~ __, 2017

FISHER & PHILLIPS, LLP

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

EXHIBIT A

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_EstSettAmnt_CALC» THROUGH THIS CLASS ACTION SETTLEMENT (Based on BLS' records, you were issued itemized wage statements for * pay periods during the Class Period).**

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 October 17, 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 \$6,500; 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 \$256,000, 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 October 17, 2017 ("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. All claims will be paid from the Net Settlement Amount.

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").

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 February 27, 2018, 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 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. 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.

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 October 17, 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
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 February 27, 2018 at 3 p.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. However, you have the right to attend the Final Approval Hearing. 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 object 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)


Olympia Peña