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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)

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

Date: August 31, 2017
Time: 11:00 A.M.
Dept.: 310

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Central Civil West

MAY 24 2017

Date Processed

By: 

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 August 31, 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 Joint Stipulation of Class Action Settlement ("Settlement
7 Agreement") and all other papers filed in this action.

8 NOW THEREFORE, IT IS HEREBY ORDERED:

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

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

15 3. The Court hereby conditionally certifies the following Class for settlement
16 purposes only:

17 The Class: All current and former employees who were employed by Defendant
18 in the State of California at any time from May 9, 2015, through February 17,
19 2017. The Class is composed of approximately 265 individuals.

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

24 4. The Court appoints and designates: (a) Plaintiff Ramon Singley as the Class
25 Representatives and (b) Howard L. Magee, Larry W. Lee, and Kristen Agnew of Diversity Law
26 Group, P.C. as Class Counsel for the Class. Class Counsel is authorized to act on behalf of the
27 Class with respect to all acts or consents required by, or which may be given, pursuant to the
28 Settlement Agreement, and such other acts reasonably necessary to finalize the Settlement

1 Agreement and its terms. Any Class Member may enter an appearance through his or her own
2 counsel at such Class Member's own expense. Any Class Member who does not enter an
3 appearance or appear on his or her own behalf will be represented by Class Counsel.

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

17 6. A final fairness hearing on the question of whether the proposed Settlement, the
18 allocation of payments to Settlement Class Members, attorneys' fees and costs to Class Counsel,
19 the payment to the Labor Workforce & Development Agency, and the Class Representative
20 Enhancement Award should be finally approved as fair, reasonable and adequate as to the
21 members of the Class is hereby set for _____ at _____ in this Court.

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

27 8. The Court appoints and designates Phoenix Settlement Administrators as the
28 Settlement Administrator. The Court hereby directs the Settlement Administrator to provide the

1 approved Class Notice, to Class Members using the procedures set forth in the Settlement
2 Agreement.

3 9. Any Class Member may choose to opt out of and be excluded from the settlement
4 as provided in the Settlement Agreement and Class Notice and by following the instructions for
5 requesting exclusion. Any person who timely and properly opts out of the settlement will not be
6 bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.
7 Any Opt Out request must be in writing and signed by each such Class Member opting out and
8 must otherwise comply with the requirements delineated in the Class Notice. Class Members
9 who have not requested exclusion by submitting a valid and timely Opt Out request, by the Opt
10 Out deadline, shall be bound by all determinations of the Court, the Class Settlement Agreement,
11 and Judgment.

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

16 11. To facilitate administration of the Settlement pending final approval, this Court
17 hereby enjoins Plaintiff and all Settlement Class Members from filing or prosecuting any claims,
18 suits or administrative proceedings regarding claims released by the Settlement unless and until
19 such Class Members have filed valid Requests for Exclusion with the Settlement Administrator
20 and the time for requesting exclusion has elapsed.

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

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

27 IT IS SO ORDERED.
28

1 DATED: _____

2 HON. KENNETH R. FREEMAN
3 SUPERIOR COURT OF CALIFORNIA
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(Code of Civil Procedure Sections 1013a, 2015.5)

Olympia Peña