

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
CIVIL ACTION NO.: SUCV2006-03594-BLS

DRAZAN LAPIC, individually and on  
behalf of all others similarly situated,  
Plaintiff,

v.

BOSTON CHAUFFEUR SERVICE,  
INC.,  
Defendant.

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT AND PROOF OF  
CLAIM (“NOTICE”)**

**TO: ALL PERSONS (OTHER THAN BOSTON CHAUFFEUR SERVICE INC.  
EMPLOYEES) WHO PROVIDED SERVICES AS A LIMOUSINE DRIVER IN  
MASSACHUSETTS ON BEHALF OF BOSTON CHAUFFEUR SERVICE, INC.  
OR ITS PASSENGER CUSTOMERS DURING THE PERIOD FROM AUGUST  
23, 2003 THROUGH THE PRESENT (THE “CLASS”)**

**IF YOU ARE A MEMBER OF THIS CLASS, THIS NOTICE WILL AFFECT YOUR  
RIGHTS. PLEASE READ CAREFULLY.**

Drazan Lopic (“Plaintiff”) filed the above-captioned proposed class action (“Action”) against Boston Chauffeur Service, Inc. (“Boston Chauffeur” or “Defendant”), alleging that Boston Chauffeur collected service charges, tips, and gratuities from its passenger customers and failed to distribute them to the persons who performed services as limousine drivers on behalf of Boston Chauffeur or its passenger customers, but were not direct employees of Boston Chauffeur. Plaintiff alleged such conduct violated Massachusetts General Laws Chapter 149 Section 152A (the “Tip Statute”) and various provisions of Massachusetts common law. Defendant has denied liability, and the Court has not ruled on the merits. Plaintiff has entered into a settlement with Defendant (the “Settlement”), which is set forth in a Stipulation of Settlement and Release (“Stipulation”), to settle the claims asserted in the Action. Co-counsel for Plaintiff and the proposed Class (“Class Counsel”) has concluded that the outcome of the controversies existing between the parties cannot be ascertained with certainty, and that it is in the best interests of the Plaintiff and the Class that their claims against Defendant be settled upon the terms in the Stipulation. Class Counsel has determined that the Settlement, which both accomplishes injunctive relief and provides a monetary recovery to Class members, is fair, reasonable and adequate and, is, in the best interests of the Class.

## **THE PROPOSED SETTLEMENT**

THE PARTIES HAVE AGREED TO THE TERMS OF THE SETTLEMENT DESCRIBED BELOW. IF THE SETTLEMENT IS FINALLY APPROVED, THE FOLLOWING BENEFITS WILL RESULT:

**A. INJUNCTIVE RELIEF** – Boston Chauffeur agrees to conform its business practices with the Massachusetts Tip Statute (M.G.L. ch. 149, § 152A), as follows:

- (1) Boston Chauffeur shall distribute any and all service charges, tips, and gratuities, which it collects from its clients and passengers on any and all limousine jobs, to “service employees,” as defined in M.G.L. ch. 149, § 152A(a) who perform as drivers for limousine jobs in Massachusetts, irrespective of whether or not said service employees are employees of Boston Chauffeur;
- (2) Boston Chauffeur shall continue to conduct its business in the manner set forth in sub-paragraph (1) above until and unless (i) M.G.L. ch. 149, § 152A(a) is repealed or amended such that it relieves Boston Chauffeur of ceasing to do so; and (ii) no other applicable legal, contractual or equitable obligations require Boston Chauffeur to continue to conduct its business in accordance with sub-paragraph 1 above.

**B. MONETARY RELIEF** – Boston Chauffeur has paid the sum of \$25,000 into an interest-bearing escrow account as the monetary settlement fund (the “Fund”). The Fund shall be distributed (net of attorneys’ fees and reimbursement of expenses that may be awarded by the Court), to all Class members who timely submit properly completed Proofs of Claim (attached to this Notice) by no later than October 3, 2008, based upon their pro rata share of the Fund.<sup>1</sup>

## **RELEASE**

The Class will release, acquit, and forever discharge Boston Chauffeur and its respective past, present and future parent companies, subsidiaries, affiliates, divisions, agents, employees, owners, members, officers, directors, partners, legal representatives, accountants, trustees, executors, administrators, alter egos, predecessors, successors, transferees, assigns and insurers from all actions, claims, demands, or causes of action which the Class has asserted or could have asserted which have arisen, or will arise, or are based upon, or relate to (i) the facts, events, allegations and contentions in the Complaint and/or (ii) Boston Chauffeur’s charging, collecting,

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<sup>1</sup> Each eligible ride listed and attested to on a Proof of Claim will be credited with a point, subject to possible adjustment if proven inconsistent with verifiable company employment records. Each Class member's pro rata percentage share is determined by dividing his or her total points by the grand total of all points of all Class members.

retaining, distributing, or paying of service charges, tips or gratuities, at any time from August 23, 2003 through May 21, 2008.

### **ATTORNEYS' FEES AND COSTS**

Class Counsel will apply to the Court for an aggregate payment of attorneys fees and reimbursement of costs of up to 33% of the Fund. (The costs of notice to the Class are the responsibility of Boston Chauffer, and will not reduce the amount of the Fund available for distribution to the class.)

### **FAIRNESS HEARING**

A hearing will be held on the fairness of the Settlement (the "Fairness Hearing") where the Court will determine whether to grant final approval of the Settlement, and will hear any objections or comments regarding the Settlement. The Fairness Hearing will take place on July 29, 2008 at 2:00 p.m. in the Suffolk County Superior Court, Business Litigation Session, 3 Pemberton Square, Boston, Massachusetts 02108.

### **YOUR OPTIONS**

IF YOU ARE A MEMBER OF THE CLASS AND WANT TO RECEIVE YOUR SHARE OF THE FUND, YOU MUST COMPLETE AND SUBMIT THE ATTACHED PROOF OF CLAIM BY OCTOBER 3, 2008. OTHERWISE, UNLESS YOU OBJECT TO THE SETTLEMENT, YOU NEED NOT DO ANYTHING AT THIS TIME. If you want to discuss the Action, the Settlement, or your options, or if you would like to obtain additional copies of this notice of settlement and proof of claim form, please contact Class Counsel, as follows: Hal Levitte, Law Office of Hal K. Levitte, 45 School Street, Boston, MA 02108, phone 617-523-6346, email [lawbos@comcast.net](mailto:lawbos@comcast.net); and/or Peter A. Lagorio, Law Office of Peter A. Lagorio, 63 Atlantic Avenue, Boston, MA 02110, phone 617-367-4200, email [plagorio@lagoriolaw.com](mailto:plagorio@lagoriolaw.com).

If you object, you must file your objection with the Court, and serve a copy of your objection on Class Counsel listed above, as well as counsel for Boston Chauffeur, Brian E. Lewis, Jackson Lewis LLP, 75 Park Plaza, Boston, MA 02116. Your objections will be considered at the above-described Fairness Hearing. If you wish to appear at the Fairness Hearing and be heard, you may do so at your own expense. Any objection must include (i) your name, address and telephone number; (ii) a statement that you are a member of the Class and identification of the company or entity with which you were employed when you performed services on behalf of Boston Chauffeur; (iii) a statement of your objections to any matters to be presented at the Fairness Hearing and the grounds therefore; and (iv) all documents or writings you desire the Court to consider. Your objection must be received by the Clerk of the Court on or before July 21, 2008.

### **INQUIRIES**

Questions concerning this Notice, the Action, the Settlement, the Proof of Claim or any related matters can be directed to Class Counsel referenced above. PLEASE DO NOT CALL OR

WRITE THE CLERK OF THE COURT. THE CLERK OF THE COURT CANNOT ANSWER QUESTIONS CONCERNING THE ACTION OR THE SETTLEMENT.

Dated: May 28, 2008

BY ORDER OF THE COURT

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

SUPERIOR COURT DEPARTMENT  
OF THE TRIAL COURT  
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DRAZAN LAPIC, individually and on  
behalf of all others similarly situated,  
Plaintiffs,

v.

BOSTON CHAUFFEUR SERVICE, INC.,  
Defendant.

**DEADLINE FOR SUBMISSION: October 3, 2008**

You may be eligible to receive compensation under the terms of the Settlement reached in this lawsuit. You must complete and submit this form in order to receive a distribution from the Settlement Fund described in the Class Notice.

As described in the Notice and in more detail below, if you are a member of the Class and you complete and timely submit this form, you will be eligible to receive a cash distribution from the Settlement Fund. If you do not do so, you will not receive any cash distribution from the Settlement Fund.

**CLAIM FORM**

Go to [www.lagoriolaw.com](http://www.lagoriolaw.com) or [www.lawbos.com](http://www.lawbos.com) for more information.

**THIS DOCUMENT MUST BE POSTMARKED ON OR BEFORE October 3, 2008**  
**PLEASE MAIL THE CLAIM FORM VIA U.S. MAIL TO:**

Boston Chauffeur Service Settlement  
P.O. Box 130150  
Boston, MA 02113

\_\_\_\_\_  
Name

\_\_\_\_\_  
Home Address

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City, State, Zip

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Signature

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Date

1. I was the driver on the following number of rides that were driven on behalf of Boston Chauffeur or its customers through one or more of the following companies between August 23, 2003 through the present:

<u>Affiliate</u>	<u>Number of Rides</u>
Black Tie Limousine	_____
White Tie Limousine	_____
Grace Limousine	_____
LA Limousine	_____
Plaza Limousine Service	_____
Phoenix Enterprises LLC	_____
Chauffeured Transportation Group	_____
All Occasions Limousine	_____
A-Plus Coach	_____
All Star Limousine	_____
Magic City Limousine	_____
First American Limousine, Inc.	_____
Casablanca Coach Worldwide, Inc.	_____
King's Coach, Inc.	_____
A & A Metro Transportation	_____
Boston Elite Coach	_____
Lifestyle Transportation	_____
QLS Limousine	_____
Stirling Coach Transportation	_____
ACC Transportation Group, Inc.	_____
MBT Transportation, Inc.	_____
Express Transportation	_____
Town Car International Boston, LLC	_____
Exceptional Limo	_____
Christopher Limousine	_____
Boston Car Service	_____
Corporate Coach & Limo	_____
Pro Limo, Inc.	_____
Universal Transportation	_____
Other (specify): _____	_____
_____	_____
_____	_____

Total (All Rides per Driver) ..... \_\_\_\_\_

**IMPORTANT NOTE – IF YOU HAVE COMPLETED SECTION 1 ABOVE, YOU ARE ELIGIBLE TO RECEIVE COMPENSATION IN THE SETTLEMENT BY SIGNING SECTION 3 BELOW AND SUBMITTING THIS CLAIM FORM POSTMARKED BY OCTOBER 3, 2008. YOU DO NOT HAVE TO RESPOND TO SECTION 2. HOWEVER, IF VERIFIABLE COMPANY EMPLOYMENT RECORDS REFLECT DIFFERENT INFORMATION THAN LISTED IN SECTION 1, YOU MAY BE ASKED TO PROVIDE ADDITIONAL DOCUMENTATION OR INFORMATION IN SUPPORT OF YOUR CLAIM AT A LATER DATE. SECTION 2 GIVES YOU THE OPTION TO DO SO NOW IF YOU SO CHOOSE.**

2. I am also submitting copies of documentation reflecting (a) my employment with any of the companies listed in Section 1; and/or (b) the rides that I listed in Section 1.:
  
3. I certify under pains and penalties of perjury that, to the best of my knowledge, the information on this Claim Form is true and correct, that any supporting documentation being filed with this Claim Form is true and correct, and that this is the only claim that I am filing with respect to this action.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

THIS DOCUMENT MUST BE POSTMARKED ON OR BEFORE OCTOBER 3, 2008  
PLEASE MAIL THE CLAIM FORM VIA U.S. MAIL TO:

Boston Chauffeur Service Settlement  
P.O. Box 130150  
Boston, MA 02113