

B&L SERVICE, INC.

221 West Oakland Park Boulevard
Oakland park, Florida 33311
954-565-8900

B&L Service, Inc. (B&L) has been the single largest, locally owned and operated ground transportation dispatch Call Center in Broward County, Florida for the past six decades. Currently dispatching over 600 vehicles in three major markets, roughly 30% of the trips dispatched are paratransit trips for either governmental entities or brokers with governmental contracts. Trip makeup for these vehicles include both ambulatory and accessible trips, both for private passengers and for passengers receiving transportation benefits through private and public funding.

B&L provides dispatch services to Yellow Cab and United Cab in Broward County, Yellow Cab of Tallahassee and Yellow Cab of Tampa. Each of these entities holds contracts with various transportation brokers including Logisticare, MTM, National Medical Transportation and Access 2 Care. Yellow Cab of Tallahassee provides transportation services to Star Metro, the City of Tallahassee’s paratransit operator. Yellow Cab of Tampa provides transportation services for Hillsborough County’s Hart Line. The following are the Call Center Statistics for Dispatched trips (not calls answered) through the end of October:

MONTH	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
TOTAL DISPATCHED TRIPS	130967	124311	134755	123831	119739	108820
PARATRANSIT DISPATCHED TRIPS	29332	28920	30548	33162	34837	31883

MONTH	JULY	AUGUST	SEPTEMBER	OCTOBER	TOTAL
TOTAL DISPATCHED TRIPS	109927	117139	105134	117677	1192300
PARATRANSIT DISPATCHED TRIPS	34287	36411	36097	40300	335777

B&L’S dispatch facility is located at 221 West Oakland Park Boulevard, Oakland Park, Florida 33311. Over the past 30 years at this location, B&L has found that Broward’s Mass Transit provides its Call Center employees easy access because the facility is located on a major route. The building is on a major AT&T fiber optic line, and B&L provides power to the local substation in the event of power interruption.

B&L utilizes the Genesys ININ phone system. This is an open architecture system that allows integration with various dispatch systems. B&L's primary internet access is through AT&T's fiber optic connection; however, its systems' redundancy includes both cable and satellite access. Further, B&L's entire system runs in a replicated, cloud-based environment. B&L's Call Center utilizes uninterrupted power supplies for its servers and desktop computers, and the entire Call Center is provided with power through a diesel generator on the premises.

Using the Calibre system by Higher Ground, all calls are recorded. In addition to voice recordings, the system also records screen shots. This allows quality control so that supervisors and managers are able to see what was entered in addition to hearing what was said. The system includes a quality control feature that allows supervisors to randomly review calls and rate call takers based upon performance. B&L's Call Center staff is afforded pay increases based, in part, upon the quality of the call.

MANAGEMENT

Delbert Sams -- B&L Call Center Manager

Mr. Sams has been employed in B&L's Call Center since 1987. Between 1987 and 1994, he was a Paratransit Dispatcher and Paratransit Dispatch Supervisor. Mr. Sams has been B&L's Call Center Manager for close to two decades. Mr. Sams has been involved in dispatching ground transportation in Broward County for over three decades. His knowledge of the industry and the market is unrivaled.

Mr. Sams' responsibilities include:

- Personnel hiring and retention
- Personnel evaluation and compensation.
- Personnel scheduling.
- Customer interaction as required.
- Implementation, testing and revision of Call Center technology, including:
 - Implementation of the first computerized Call Center technology for the purpose of dispatching taxicabs in the United States in 1987.
 - Implementation of the first GPS-aided dispatch software employed by a taxicab company in the United States.
 - Transition of computer systems from a Linux based IBM 64 legacy system to a VMware Microsoft environment.

- Transition of in-vehicle CMT'S to a tablet-based dispatch system.
- Implementation of Call Center recording and monitoring system for purposes of quality control.

In 2019 B&L's Call Center under Mr. Sams' management will dispatch 1.5 million trips in three major markets in Florida. Thirty percent of those trips will be paratransit trips. The paratransit trips are routed and multi-loaded and include both ambulatory and accessible trips.

Mr. Sams will not be the dedicated Paratransit Call Center Manager, and his salary is not included in B&L's proposed price. He is, however, a significant asset and will be available to ensure the Paratransit Call Center performs as required.

Roxine Quiles -- Paratransit General Manager

Transit Management – ParaTransit Planning Operating Schedules, Demand Responsive ADA Service & Complementary ADA Service, Mobility Management, along with Safety and Security Planning

Ms. Quiles is a hands-on transportation management strategist with a 16-year record of achievement and demonstrated success in developing transit service and operating plans. Ms. Quiles is adept in improving efficiencies, productivity and team performance and is an exceptional company liaison, mentor and coach.

- Managed and controlled startup activities for Transportation America for their Broward County, Florida division.
- Improved on time performance by 15% overall from previous contractor.
- Reduced complaints by 20%; set up new complaint process that enabled negotiated settlement with complainants.
- Set up a new payroll process that minimized payroll errors.
- Reduced overtime by 15%, bringing it to a manageable level by corporate.
- Within six months, reduced vehicle failure rate by close to 35%.

Maruti Fleet & Management, LLC

Assistant General Manager/General Manager

10/2016 – 03/2019

Ms. Quiles ensured Palm Tran Connection's complementary ADA component with an annual budget of over \$5 million, it was a high-caliber service quality by guaranteeing service for customer satisfaction, safety & reliability. Ms. Quiles supervised a staff of 87 employees and a vehicle fleet of 52. The assurance of safety

on-site and on-road maintenance is in the forefront in all of our activities. Ms. Quiles assisted all the staff, window dispatch, evening scheduling staff, maintenance & utility staff, payroll staff, fare reconciliation staff, and the Management Team and ensures the compliance of contractual requirements are met with success. Ms. Quiles provided administration excellence with an energetic and an enthusiastic focus.

Transportation America
Project Manager, Fort Lauderdale, Florida
2/2014 – 10/2016

Ms. Quiles ensured Transportations Americas' complementary ADA Paratransit service quality by guaranteeing service maintained focused on customer satisfaction, safety & reliability and enforced the contractual performance standards. Ms. Quiles led Transportation America to be the most successful provider during Broward County's transitions in February 2014. Transportation America is still the number one contender today. Ms. Quiles had a staff of 100 employees and a vehicle fleet of 89. Ms. Quiles provided administration excellence with an energetic and enthusiastic focus.

Metro Mobility Transportation
Dispatch Manager /Operations Manager
2002-2014

- Managed the daily activities of the supervisory team.
- Drove the department toward achieving department/organization goals.
- Worked with Vice President to continually assess and reinforce policies and procedures for the department.
- Provided individual coaching, mentoring, and development to the dispatch supervisory and dispatch lead teams.
- Oversaw department performance standards, including call volumes and customer service.
- Responsible for hiring, training and regular evaluation of staff.
- Independently handled both employee and customer relations issues, including any Union related inquiries and grievances.
- Maintained customer service standards.
- Developed and maintained a work atmosphere conducive to producing motivated staff to meet objectives.
- Maintained Operational communications with Client and corporate staff members, as required.

- Coordinated and monitored all movements of 130+ ADA paratransit vehicles as they transported passengers to various destinations throughout Palm Beach County.

Clarissa Holmes -- Customer Service/Reservations Supervisor

Ms. Holmes has been employed by B&L in its Call Center since 1995. She is currently the Call Center's Assistant Manager, a position she has held for over a decade. Ms. Holmes' responsibilities include:

- Maintain proper staffing levels through selecting, interviewing and training of personnel.
- Conduct performance management activities within each assigned area of responsibility.
- Assist in managing a call room of over 30 call takers in the transportation industry.
- Dispatch drivers and handle all driver-related issues.
- Create reports, metrics, and time schedules to properly maintain a smooth but fast-paced work environment.
- Handle all customer manager escalation issues in reference to our drivers or the service we provide.
- Evaluate individual performance, determine trends, analyze strengths and/or weaknesses and develop training programs for improvement.

Ms. Holmes worked closely with Dr. Wilhemena Mack in a quality improvement initiative that resulted in the adoption and implementation of the Calibre system. Ms. Holmes has undergone SUNSational training and has been a SUNSational award nominee.

Robin Mesa -- Scheduling/Dispatch Supervisor

Ms. Mesa has been employed by B&L in its Call Center since 2006. Ms. Mesa is a dispatch supervisor with the primary responsibility of routing and scheduling the Paratransit Trips for Star Metro (City of Tallahassee), HartLine (Hillsborough County), Logisticare, MTM, National Med Transport and Access 2 Care. Ms. Mesa coordinates with fleet managers in Broward, Tallahassee and Tampa to ensure trips are covered by available vehicles and drivers. In addition, Ms. Mesa's responsibilities include:

- Covering over 100 will call dispatches on a daily basis.

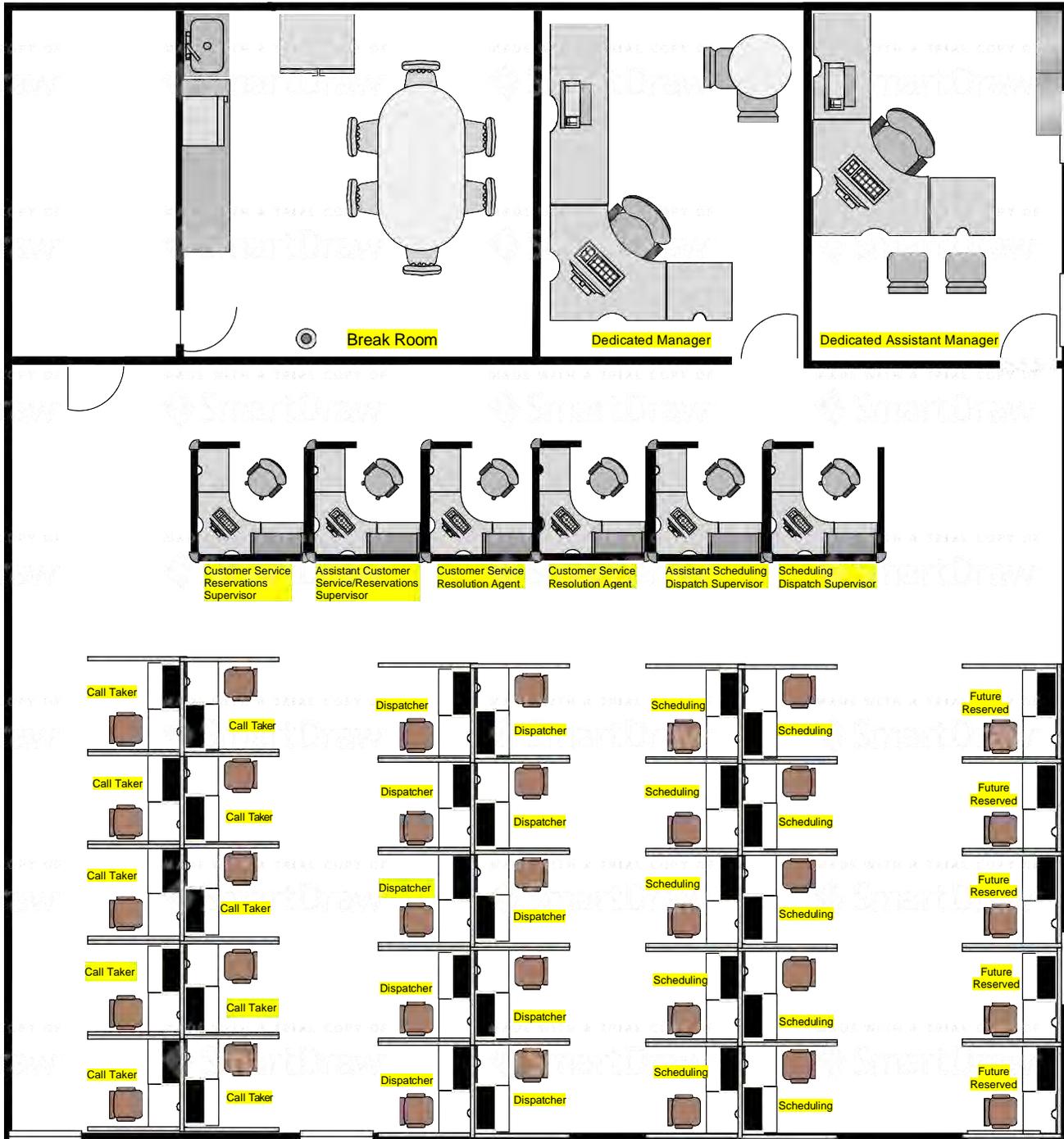
- Covering calls that drop off route due to traffic, mechanical issues and accidents.
- Clearing dispatch exceptions.
- Overseeing the no-show process.
- Supervising call takers and dispatchers.
- Training call takers and dispatchers in company protocol and software.

STARTUP PLAN

PHASE 1 – Equipment: Within 5 days of the award of the contract	Determine the systems requirements of the phone and dispatch software. This will consist of: <ul style="list-style-type: none"> • The IT departments of both the County and B&L exchanging systems specifications • Determination if additional equipment or capacity will be needed by B&L.
Phase 1 – Personnel: Within 5 days of the award of the contract	Begin the process of hiring the necessary personnel. The Dedicated Managers will be hired immediately to begin this process with Human Resources.
Phase 2 – Site inspection. No later than November 25.	County staff will inspect the call center.
Phase 3 – No later than November 15. Standard Operating Procedures	Obtain from the County all current SOP’s to begin to revising them if needed.
Phase 4 – Submit SOP’s for County Review no later than November 15.	Staff will submit SOP’s and Report Forms for County review and approval.
Phase 5 – Equipment: No later than December 1.	Have in place the necessary equipment to migrate the call center servers to B&L’s equipment room.
Phase 6 – No later than December 10.	Submit finalized SOP’S and Report Forms.
Phase 7 – No later than December 10	Begin training Supervisory staff on the County’s equipment and systems.
Phase 8 – No later than December 20.	Have staff in place to begin training.
Phase 9 – January 1, 2020.	Begin transitioning to move all call center functions to B&L.

B&L PARATRANSIT CALL CENTER STAFFING PLAN							
Position	Job Function	Salary Range	Work Shift	Part Time/Full Time	YEAR 1	YEAR 2	YEAR 3
Dedicated Manager	Oversee all aspects of the operation. Hire/Fire employees, create work standards, prepare reports, and resolve issues.	\$75,000 to \$85,000	8:00 am to 5:00 pm, week days	Full time	1	1	1
Dedicated Assistant Manager	This position will assist the dedicated Manager in all aspects of the operation and will be available when the Manager is not available.	\$55,000 to \$60,000	1:00 pm to 10:00 pm, three week days and the week end.	Full time	1	1	1
Scheduling / Dispatch Supervisor	This position will oversee the dispatchers. The position will entail ensuring all trips are routed and scheduled within the operational guidelines mandated by the contract.	\$55,000 to \$60,000	11:00 am to 7:00 pm, week days.	Full time	1	1	1
Assistant Scheduling / Dispatch Supervisor	This position will oversee the dispatchers. The position will entail ensuring all trips are routed and scheduled within the operational guidelines mandated by the contract.	\$40,000 to \$43,000	6:00 am to 2:00 pm, three week days and 11:00 am to 7:00 pm week ends.	Full time	1	1	1
Dispatchers -- full and part time	Dispatchers will be responsible for scheduling trips to optimize equipment use and minimize passenger inconvenience within the requirements specified by the contract. Additionally, the dispatcher will assist in resolving service issues.	\$31,000 - \$35,000	Staff will be present during the entire time the center is open. Emphasis will be to have more staff present from 11:00 am to 7:00 pm when schedules are built and modified.	70% full time/30% part time	12	12	13

B&L PARATRANSIT CALL CENTER STAFFING PLAN							
Call Takers -- full and part time	Call takers will take trip reservations and will assist in the first level of service issues and resolutions (i.e., "where's my ride" or "can I change my pickup time").	\$29,000 - \$33,000	Staff will be present during the entire time the center is open. Emphasis will be to have more staff present from 11:00 am to 7:00 pm when call counts are higher.	70% full time/30% part time	35	38	42
Customer Service / Reservations Supervisor	This position will oversee the call takers and customer service staff.	\$55,000 - \$60,000	8:00 am to 5:00 pm, week days	Full time	1	1	1
Assistant Customer Service / Reservations Supervisor	This position will oversee the call takers and customer service staff.	\$37,500 to \$40,000	6:00 am to 2:00 pm, three week days and 11:00 am to 7:00 pm week ends	Full time	1	1	1
Customer Service Resolution Agents	This positions will consist of employees who will handle issues that escalate. The employees will be responsible for ensuring all complaint logs are completed properly and all complaints are disposed of appropriately.	\$29,000 to \$32,000	Shifts will be staggered to provide coverage 7 days a week, between 9:00 am and 5:00 pm.	Full time	2	2	2



Living Wage Ordinance Requirements:

- A. The County's estimated annual value of this contract is \$100,000.00 or greater, therefore, the Living Wage Ordinance Section 26-100, is applicable.
- B. The following is a summary of requirements contained the Living Wage Ordinance. This summary is not all-inclusive of the requirements of the Ordinance. If there is any conflict between the following summary and the language in the Living Wage Ordinance, the language in the Living Wage Ordinance shall prevail. These terms may supplement the specific requirements of the Living Wage Ordinance in order to effectuate its intent.
- C. In accordance with the Living Wage Ordinance, the Vendor agrees to pay the current minimum hourly wage rates to employees covered by the Living Wage Ordinance, as adjusted.
- D. **There will be no increase in contract prices paid by the County to the Vendor due to any increase in wages required to be paid to employees covered by the Living Wage Ordinance.**
- E. The **Living Wage Ordinance Compliance Affidavit Form**, should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.
- F. Further information about Vendor's obligations under the Living Wage Ordinance, may be obtained from the Purchasing Division's website at: www.broward.org/Purchasing/Pages/LivingWageOrdinance.aspx
- G. The Vendor, under the terms of a contract awarded subject to the Living Wage Ordinance must comply with the requirements. By responding to a solicitation including the Living Wage Ordinance requirements, Vendor is hereby agreeing to comply with the provisions of the Ordinance and acknowledges awareness of the penalties for non-compliance.
- H. Living Wage Requirements: All covered employees, including those of the Vendor's subcontractors, providing services pursuant to the Vendor's contract, shall be paid wage rates in accordance with the Living Wage Ordinance, as adjusted. The Vendor and covered subcontractors, hereinafter referred to as "covered employer" may comply with this living wage provision by choosing to pay no less than the lower specified hourly wage rate when said employer also provides health benefits to its covered employees. Proof of the provision of health care benefits must be submitted to the County to qualify for the living wage rate for employees with health care benefits.
 - 1. Covered employees shall be paid not less than bi-weekly and without subsequent deduction or rebate. The covered employer shall pay living wage rates in accordance with federal and all other applicable laws such as overtime and similar wage laws.
 - 2. The covered employer must post in a prominent place at the site of the work and where paychecks are distributed, a notice (Living Wage rates poster) specifying the wages/benefits to be paid under the Living Wage Ordinance. This poster will be made available by the County. Vendors shall provide a copy of the requirements of the Living Wage Ordinance to any subcontractor submitting a bid/quote/proposal for a subcontract under this contract, prior to their submitting

a bid to the Vendor.

3. The covered employer shall provide the three-language statement to each covered employee with the employee's first paycheck and every six (6) months thereafter in the manner set forth by the Living Wage Ordinance.
 - I. Living Wage - Indexing: The living wage rate and the health benefits payment shall be annually indexed to inflation consistent with indexing methodology set forth in the Living Wage Ordinance. The living wage rates will be published by the County on an annual basis.
 - J. Sanctions for Unpaid Wages: In the event of any underpayment of required wage rates by the covered employer, civil and/or administrative penalties may be assessed to include sanctioning a covered employer by requiring the covered employer to pay wage restitution to the affected employee or subcontractor or by other means of sanctioning in accordance with the Living Wage Ordinance.
 - K. Payroll; Basic Records; Reporting: Each covered employer shall maintain payroll records for all covered employees and basic records relating thereto and shall preserve them for a period of three (3) years beyond the termination or expiration of this contract. The covered employer shall make the covered employees' payroll records required available for inspection, copying or transcription by authorized representatives of the County for a period of three years from the termination date of any County Service Contract, and shall permit such representative to interview employees during working hours. Failure to submit the required reports upon request or to make records available may be grounds for termination of the contract. The service contractor is responsible for the submission of the information required by the Living Wage Ordinance and for the maintenance of records and provision of access to same by all covered subcontractors.
 1. The covered employer shall submit the payroll information required every six months, to the applicable using agency's Contract Administrator, including a copy of the complete payroll for one payroll period showing employer's payroll records for each covered employee working on the contract for covered services.
 2. Exemption: The covered employer may request and obtain an exemption from the requirement to report and file payroll records every six months from the Director of Purchasing. Covered employers may submit an original **Application for Exemption From Living Wage Ordinance Reporting Requirements Form** to apply for an exemption from these reporting requirements, prior to award. Failure to submit timely may result in rejection of Application for Exemption.
 - i. Exemptions based on Wage History or Contractual Obligations (ex. Collective Bargaining Agreements) may be granted by the Director of Purchasing prior to contract award; however, an exemption may be canceled at any time by written notice to the covered employer.
 - ii. The reporting exemption does not apply to any new covered employees hired after the date the exemption was granted. For newly hired covered employees, the covered employer may submit an additional exemption application to the Contract Administrator prior to the renewal of contract by the County.

- L. Subcontracts: Covered employees of Vendor's subcontractors, providing covered services pursuant to the Vendor's contract, shall be paid wage rates, as adjusted, in accordance with the Living Wage Ordinance. The Vendor shall insert in any subcontracts the applicable clauses as required by the Living Wage Ordinance and also a clause requiring the subcontractors to include these clauses in all other subcontracts. The Vendor shall be responsible for compliance by any subcontractor with the Living Wage Ordinance as it applies to their subcontract.

- M. Complaints and Hearings; Termination and Debarment: If a covered employee believes that he or she is not being paid in accordance with the Living Wage Ordinance the employee may file a complaint with the Office of Intergovernmental Affairs and Professional Standards in accordance with the County's Living Wage Complaint Procedures. Complaints will be investigated, determinations issued, and hearings afforded to the effected parties in accordance with the County's Living Wage Complaint Procedure. Covered employers found to have violated the Living Wage Ordinance may suffer any or all sanctions provided for in the Living Wage Ordinance, including wage restitution, damages, termination or suspension of payment under the contract, termination of the contract, and debarment. The Living Wage Ordinance also provides employees with a private right of action in court.

LIVING WAGE ORDINANCE COMPLIANCE AFFIDAVIT FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Vendor should scan and upload the completed, signed form(s) in BidSync.

Covered Employer: B & L Service, Inc.

Address: 221 West Oakland Park Boulevard, Fort Lauderdale, FL 33311

Local Contact: John M. Camillo

E-Mail Address: Jcamillo@blserviceinc.com

Address: 221 West Oakland Park Boulevard, Fort Lauderdale, FL 33311

Contract Amount: \$ 100,000.00 or greater

Using Agency Served: Broward County Board of County Commissioners

Solicitation No. and Title: GEN2119730B1

By signing below I hereby certify that the covered employees listed below: (please check one)

- A. Receive a minimum pay of \$ 13.27 per hour and are provided health benefits valued at \$ 1.63 per hour.
 B. Receive a minimum pay of \$ _____ per hour and are not provided health benefits.

Provide names of hourly employees and their job classifications providing covered services for the above referenced contract:

Name	Job Class	A or B Select	Name	Job Class	A or B Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select
_____	_____	Select	_____	_____	Select

(Attach additional sheets in the format above, if needed)

I, John M. Camillo of B & L Service, Inc. hereby attest that
 (Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Vendor certifies that it shall:

- a) Pay all employees working on this contract/project, who are covered by the Living Wage Ordinance, as amended, in accordance with wage rates and provisions of the Living Wage Ordinance;
- b) Provide the applicable living wage statement regarding wage rates with the employee's first paycheck or direct deposit receipt as required by the Living Wage Ordinance, as amended; and
- c) (IF APPLICABLE) If health care benefits are provided under "A" above, the health care benefit meets the standard health benefit plan as described in Section 627.6699 (12)(b)(4), Florida Statutes, as amended. As a principle officer of the covered employer, the undersigned affirms that the referenced Florida Statute has been reviewed and the covered employer's health plan meets all the elements required by the statute, as amended.

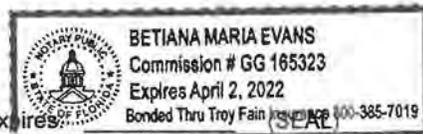
[Signature] Signature President Title

SWORN TO AND SUBSCRIBED BEFORE ME this 04th day of November, 2019

STATE OF FLORIDA

COUNTY OF BROWARD

Betiana Maria Evans
Notary Public (Sign name of Notary Public)



My commission expires:

Personally Known or Produced Identification Type of Identification Produced: _____

APPLICATION FOR EXEMPTION FROM LIVING WAGE ORDINANCE REPORTING REQUIREMENTS FORM

An original certification must be provided prior to award of the contract. Failure to submit timely upon request of the County may result in rejection of Application for Exemption.

SECTION 1: COVERED EMPLOYER INFORMATION (SERVICE CONTRACTOR)

Company Name: _____ Contact Person: _____

Company Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

SECTION 2: USING AGENCY AND SOLICITATION INFORMATION

Using Agency: _____

Solicitation No. and Title: _____

Using Agency Contact Name: _____ Agency Contact Phone: _____

Contract Amount: \$ _____

SECTION 3: EXEMPTION BASIS (Check one of the options below and submit supporting documentation as requested)

(LWO 26.103(f)(1); Wage History: Covered employer demonstrates to the satisfaction of the Director of Purchasing that its covered employees have been continuously paid the applicable living wage rates or higher wages for at least one (1) year prior to entering into the service contract.
Required documentation for this exemption basis: Attach prior payroll records or pay scale records (by job classifications) confirming this basis for exemption.

(LWO 26.103(f)(2); Contractual: Covered employer demonstrates to the satisfaction of the Director of Purchasing that the amounts paid to its covered employees are required by law or are required pursuant to a contractual obligation, such as a Collective Bargaining Agreement (CBA), union scale, etc.
Required documentation for this exemption basis: Attach a copy of the CBA or other contractual agreement with this application with the controlling language clearly marked, or a letter from the union stating that the union contract requires the CBA to supersede the LWO or other recognized company pay schedule as the basis for compensation provided that it exceeds the LWO wage rate amounts.

SECTION 4: CERTIFICATION AND NOTARIZED COMPLIANCE AFFIDAVIT

I, _____, of _____ hereby attest that
(Print Name) (Company)

(1) I have the authority to sign this notarized compliance affidavit, (2) the following information is true, complete and correct and (3) the Company certifies that its wages paid to employees providing covered services under this contract/project are at least equal to or greater than the living wage per the exemption basis selected above and in accordance with wage rates and provisions of the Living Wage Ordinance, as amended.

Signature Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20_____

STATE OF _____

COUNTY OF _____

Notary Public (Sign name of Notary Public) My commission expires: _____ (SEAL)

Personally Known or Produced Identification Type of Identification Produced: _____

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE18014558 Style Alex Sienitsky Plaintiff v. B & L Service Inc, et al Defendant Date Filed 6/18/2018
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Ronald Rodman, Esq. (ronrod.frf@gmail.com) 305-448-8585

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: Not applicable
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE19006845 Style Carlton C McCall Plaintiff v. German Jean Philippe, et al Defendant Date Filed 3/28/2019
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Jason Barnett, Esq. (jason@barnettlawyers.com) 954-618-1776

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17016303 Style Carolina Martins Plaintiff v. B&L Services Inc, et al Defendant Date Filed 8/25/2017
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Glen B. Levine, Esq. (glevine@anl-law.com) 954-525-0050

IN THE CIRCUIT COURT OF THE SEVENTEENTH
JUDICIAL CIRCUIT, IN AND FOR BROWARD
COUNTY, FLORIDA

Carolina Martins

Plaintiff,

vs.

Michaud Joselus and
B+L Service, Inc.
Defendant.

CASE NO.: CACE 17016303

ORDER ON

DISMISSING CASE AT CASE
MANAGEMENT CONFERENCE FOR
VIOLATION OF MULTIPLE COURT
ORDERS AND FAILURE TO APPEAR

THIS CAUSE was considered by the Court on the following Motion(s) June 21, 2018 on the
CASE MANAGEMENT CONFERENCE SET BY THE COURT.

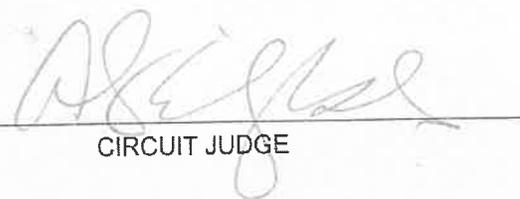
HEARING was held on June 21, 2018

THE COURT having considered the grounds for the Motion, taken testimony, heard argument and considered the applicable law, it is,

ORDERED as follows:

Dismissed for Plaintiff's failure to appear for Case
Management Conference in violation of Order setting same
which specifically notified the Plaintiff that failure to appear
may result in dismissal, as well as for the Plaintiff's
violation of three separate discovery Orders. Given
the Plaintiff's failure to appear at multiple hearings and
multiple discovery violations, the Court finds the Plaintiff
in willful and contemptuous disregard of this Court's Orders,
justifying dismissal.

DONE AND ORDERED ON June 21, 2018 in Fort Lauderdale,
Broward County, Florida.


CIRCUIT JUDGE

- Copies furnished: In Open Court
 By Mail
 By E-mail/Efiling Portal

BC/CA 118 (Rev 07/17)

RAG SINGHAL
Circuit Court Judge

JUN 21 2018

TRUE COPY

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17008520 Style Corey Martin Navon Plaintiff v. B & L Service, Inc, Et Al Defendant Date Filed 5/5/2017
Name of Court or other tribunal	FL BROWARD CIR. CT.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Hugh Courtney Smith, Esq.(csmithstallworth.com) 813-223-7799

Filing # 67233233 E-Filed 01/30/2018 10:55:52 AM

IN THE CIRCUIT COURT OF THE
SEVENTEENTH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

COREY MARTIN NAVON,

CASE NO.: CACE17008520 (03)

Plaintiff/Counter-Defendant,

vs.

B & L SERVICE, INC., a Florida Corp.,
and JEAN DIENEL PIERRE,

Defendants.

COREY MARTIN NAVON,

Plaintiff/Counter-Defendant,

vs.

B & L SERVICE, INC., a Florida Corp.

Defendant/Counter-Plaintiff.

FINAL ORDER OF DISMISSAL WITH PREJUDICE
AS TO COUNTER-DEFENDANT COREY MARTIN NAVON ONLY

THIS CAUSE came on for consideration upon the Stipulation between counsel for the parties hereto and the Court being advised in the premises, it is thereupon:

ORDERED that Counter-Plaintiff **B & L SERVICE, INC.**'s claim has been amicably settled and said claim against Counter-Defendant **COREY MARTIN NAVON** is hereby dismissed with prejudice against Counter-Defendant with each party to bear their own costs and

attorneys' fees.

The Court hereby retains jurisdiction to enforce settlement.

DONE AND ORDERED in Chambers at Broward County Courthouse, Fort Lauderdale,
Broward County, Florida, this _____ day of _____, 2017.

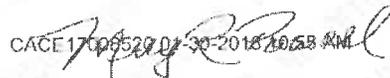
CIRCUIT JUDGE

Copies Furnished to:

Nicholas J. Ryan, Esq. ; flor.law-nickryan.316019@statefarm.com

Courtney H. Smith Esq.; csmith@smithstallworth.com; ngallatin@smithstallworth.com

Jamie C. Dixon, Esq.; jcd@wadsworth-law.com; cw@wadsworth-law.com


CACE17008520 01-30-2018 10:55 AM

Electronically Signed by Powell, Mily R CACE17008520 01-30-2018 10:55 AM

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: Not applicable or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/> Appellee <input type="checkbox"/>
Case Number, Name, and Date Filed	Case No. 4D17-2096 Style DEON TAYLOR V. B & L SERVICE, INC. Date Filed 7/7/2017
Name of Court or other tribunal	FL CT. APP., FOURTH DIST.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	APPEALS
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Lindsey M. Tenberg, Esq. (lindsey@ltenberglaw.com) 954-261-6477

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE19021255 Style Donald Williams Plaintiff v. B&L Service Inc, et al Defendant Date Filed 10/14/2019
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Jonathan David Wald, Esq.(frances@wgglaw.net) 305-577-7778

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17003508 Style James Cheeks Plaintiff v. B&L Service Inc, Et Al Defendant Date Filed 2/17/2017
Name of Court or other tribunal	FL BROWARD CIR. CT.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Gabriel Dominelli, Esq. (service@codolaw.com) 954-405-0016

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.: CACE-17-003508

JAMES CHEEKS,

Plaintiff,

vs.

B & L SERVICE, INC., d/b/a/ YELLOW CAB,

Defendant.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE having come on before the Court upon the attached Joint Stipulation of Dismissal for the respective parties hereto and the Court being fully advised in the premises, it is hereupon:

ORDERED AND ADJUDGED that the within cause be and the same is hereby dismissed with prejudice, with said parties to bear their own costs and attorneys' fees in this matter.

DONE AND ORDERED in Chambers at, Fort Lauderdale, Broward County, Florida,
this ____ day of _____, 2019.

HON. RAAG SINGHAL
CIRCUIT COURT JUDGE

RAAG SINGHAL
Circuit Court Judge

~~JUN 28 2019~~

A TRUE COPY

Copies Furnished to:

Gabriel Dominelli, Esq., sevice@codolaw.com

Jamie Clark Dixon, Esq., jcd@wmd-law.org; pleadings@wmd-law.org

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17023583 Style John Shanahan Plaintiff v. B & L Service Inc, et al Defendant Date Filed 12/28/2017
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Donald Thomas Norton, Esq. (donaldn@cohencohenpa.com) 954-983-7100

**** FILED: BROWARD COUNTY, FL Brenda D. Forman. CLERK 5/4/2018 2:04:49 PM.****

IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

RECEIVED
MAY 04 2018
By: 

JOHN SHANAHAN
Plaintiff(s),

CASE NO: CACE 17023583 (13)

JUDGE MICHAEL A. ROBINSON

vs.

B & L SERVICE, INC. a Florida corporation
FRITO PIERRE an Individual
Defendant(s).

FINAL ORDER CLOSING FILE

THIS CAUSE having come before this Court sua sponte, and the Court having reviewed the file, and it appearing that said cause is inactive because:

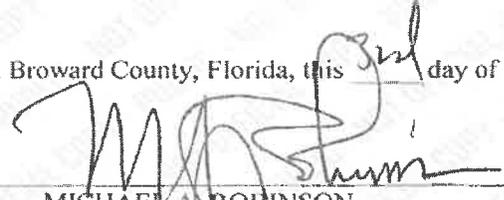
- o the Defendant has filed in Bankruptcy Court in Case No. the matter has been removed to Federal Court in Case No. _____
- o the parties have entered into an agreement that will not necessitate Court action for a period of time.
- o the file shows relief sought has previously been granted or denied in full and the file should have been closed previously.
- o the file shows the relief sought has been granted or denied in full and the file shall be closed
- o Notice of Voluntary Dismissal with Prejudice efiled _____

 **Final Order of Dismissal with Prejudice signed on May 2, 2018**

The matter as captioned is hereby **closed for statistical purposes, subject to reopening, if applicable, upon appropriate petition.** The Clerk shall bring such petition to the attention of the Court **immediately upon filing.**

DONE AND ORDERED at Fort Lauderdale, Broward County, Florida, this 2nd day of

May, 2018


MICHAEL A. ROBINSON
Circuit Court Judge

Copies furnished to:
Plaintiff
Defendant

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: Not applicable or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE18029163 Style Jordan Bransfield Plaintiff v. B&L Service Inc, et al Defendant Date Filed 12/19/2018
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Glen B. Levine, Esq. (glevine@anl-law.com) 954-525-0050

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17006152 Style Joshua Perman Plaintiff v. B & L Service Inc, Et Al Defendant Date Filed 3/30/2017
Name of Court or other tribunal	FL BROWARD CIR. CT.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Glenn J. Garrett, Esq. (glennjgarrettpa@aol.com) 954-792-5400

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IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.: CACE-17-006152 Div.: 18

JOSHUA PERMAN,

Plaintiff,

vs.

MOHAMMED IDRESS SULEMAN, ABDUL
BASIT MAHENTI, and B & L SERVICE, INC.,
A Florida for Profit Corporation,

Defendants.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE having come on before the Court upon the above stipulation of counsel for the respective parties hereto and the Court being fully advised in the premises therein, it is hereby,

ORDERED AND ADJUDGED that the within cause be and the same is hereby dismissed with prejudice as to all claims whether asserted or not asserted and said parties to bear their own costs and attorneys' fees in this matter.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this
_____ day of _____, 2017.

CIRCUIT COURT JUDGE

Copies Furnished to:

1. Jamie Clark Dixon, Esq., Counsel for Defendants, Wadsworth Law, LLP, 14 N.E. 1st Avenue, 10th Floor, Miami, FL 33132, E-Mail: jed@wadsworth-law.com, pleadings@wadsworth-law.com, and cw@wadsworth-law.com
2. Glenn J. Garrett, Esq., Counsel for Plaintiff, Glenn J. Garrett, P.A., 7800 West Oakland Park Blvd., Suite 104, Sunrise, FL 33351, E-mail: glennjgarrett@att.net and glennjgarrett@att.net

CACE17006152 09-19-2017 12:53 PM

Electronically Signed by Garcia-Wood, Marina CACE17006152 09-19-2017 12:53 PM

*** FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 9/19/2017 12:53:07 PM.***

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17001468 Style Judith Raich Plaintiff v. B&L Service, Inc., Et Al Defendant Date Filed 1/23/2017
Name of Court or other tribunal	FL BROWARD CIR. CT.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Neil Michael Semple, Esq. (neil@sempleinjurylaw.com) 561-807-8548

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IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT IN AND
FOR BROWARD COUNTY, FLORIDA

CASE NO.: CACE 17-001468

JUDITH RAICH,

Plaintiff,

v.

B & L SERVICE, INC. d/b/a YELLOW CAB,
a Florida Corporation, and REMY LOUIS, an
individual, and FRITZ JAVEL, an individual,

Defendants.

**FINAL ORDER OF DISMISSAL WITH PREJUDICE AS TO CLAIMS OF PLAINTIFF,
JUDITH RAICH, AGAINST DEFENDANT, B & L SERVICE, INC., ONLY**

THIS CAUSE having come on before the Court upon the above stipulation of counsel for the respective parties hereto and the Court being fully advised in the premises therein, it is hereby,

ORDERED AND ADJUDGED that this cause be and the same is hereby dismissed with prejudice as to Plaintiff's, JUDITH RAICH, claims against Defendant, B & L SERVICE, INC., only, with said parties to bear their own costs and attorneys' fees in this matter.

DONE AND ORDERED in Chambers at, Fort Lauderdale, Broward County, Florida, this ____ day of _____, 201__.

CIRCUIT COURT JUDGE

Copies Furnished to:

Neil Semple, Esq., neil@sempleinjurylaw.com
Jamie Clark Dixon, Esq., jcd@wadsworth-law.com

WADSWORTH LAW, LL

14 N.E. 1st Avenue, 10th Floor, Miami, Florida 33132 - Telephor

Electronically Signed by Garcia-Wood, Marina CACE17001468 09-20-2017 7:21 AM

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE18021017 Style Keith L Bell Plaintiff v. Mathieu R Guerrier, et al Defendant Date Filed 9/5/2018
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Anthony B. White, Esq. (awhite@lwmllegal.com) 954-525-2345

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE18021017 DIVISION 04 JUDGE Sandra Perlman

Keith L Bell

Plaintiff(s) / Petitioner(s)

v.

Mathieu R Guerrier, et al

Defendant(s) / Respondent(s)

_____ /

FINAL ORDER OF DISMISSAL

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE having come on before the Court upon the attached Joint Stipulation of Dismissal of this action, and the Court being fully advised in the premises, it is hereupon:

ORDERED AND ADJUDGED that the within cause be and the same is hereby dismissed with prejudice as with each party to bear their own costs and attorneys' fees in this matter.

DONE and **ORDERED** in Chambers, at Broward County, Florida on 08-19-2019.

CACE18021017 08-19-2019 10:44 AM


CACE18021017 08-19-2019 10:44 AM

Hon. Sandra Perlman

CIRCUIT JUDGE

Electronically Signed by Sandra Perlman

Copies Furnished To:

Anthony B White , E-mail : pleadings@lwmllegal.com

Anthony B White , E-mail : malvarez@lwmllegal.com

Anthony B White , E-mail : awhite@lwmllegal.com

Charles N. Tetunic , E-mail : hcohen@uww-adr.com

Jamie Clark Dixon , E-mail : pleadings@wmd-law.org

Jamie Clark Dixon , E-mail : beauu@wmd-law.org

Jamie Clark Dixon , E-mail : jcd@wmd-law.org

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE18019927 Style Kenneth Levels Plaintiff v. Frimans Pierre, et al Defendant Date Filed 8/21/2018
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Thomas Leeder, Esq. (thomas@leederlaw.com) 954-734-2382

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE18017735 Style Kenyatta Richardson Plaintiff v. Shaikh I Ahmed, et al Defendant Date Filed 7/25/2018
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Keith Daniel Strunin, Esq. (keith@struninlaw.com) 954-213-6380

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17009854 Style Kevin Canady Plaintiff v. Jules F Thermidor, Et Al Defendant Date Filed 5/23/2017
Name of Court or other tribunal	FL BROWARD CIR. CT.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Courtney Clyne, Esq. (cclyne@thebermanlawgroup.com) 561-826-5200

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IN THE CIRCUIT COURT OF THE
17TH JUDICIAL CIRCUIT, IN AND FOR
BROWARD COUNTY, FLORIDA

KEVIN CANADY,

CASE NO. CACE-17-009854 (05)

Plaintiff,

v.

JULES F. THERMIDOR, B & L SERVICE,
INC., and ALLSTATE PROPERTY AND
CASUALTY INSURANCE COMPANY,

Defendants.

PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL WITH PREJUDICE

COMES NOW the Plaintiff, KEVIN CANADY, by and through the undersigned counsel and pursuant to Rule 1.420, Florida Rules of Civil Procedure, and hereby files Plaintiff's Notice of Voluntary Dismissal With Prejudice with regard to the Defendants, JULES F. THERMIDOR, B & L SERVICE, INC., and ALLSTATE PROPERTY AND CASUALTY INSURANCE COMPANY, with each party to bear their own fees and costs.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished via E-Mail to: **Christopher W. Wadsworth, Esq.**, 14 NE 1st Ave., 10th Floor, Miami, FL 33132, cw@wadsworth-law.com, pleadings@wadsworth-law.com, and **Marc Schechter, Esq.**, Robinson Pecaro & Mier, 510 Shotgun Road, Suite 404, Sunrise, FL 33326, mschechter@lawdrive.com, kirsten@lawdrive.com, nicole@lawdrive.com, on this 6th day of August, 2018.

THE LAW OFFICES OF
BERMAN & BERMAN, P.A.
Attorneys for Plaintiff
Post Office Box 272789
Boca Raton, Florida 33427
Telephone: (561) 826-5200
Facsimile: (561) 826-5201

By: /s/ Courtney S. Clyne
Courtney S. Clyne, Esq.
Florida Bar No.: 111162
service@thebermanlawgroup.com

*** FILED: BROWARD COUNTY, FL BRENDA D. FORMAN, CLERK 8/6/2018 4:18:36 PM.***

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
Party	or No <input type="checkbox"/>
Case Number, Name, and Date Filed	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Name of Court or other tribunal	Case No. CACE19012725 Style Larry Exantus Plaintiff v. Samson Byssainthe, et al Defendant Date Filed 6/15/2019
Type of Case	FL Broward Cir. Ct.
Claim or Cause of Action and Brief description of each Count	Civil
Brief description of the Subject Matter and Project Involved	Torts/Negligence, Motor Vehicle
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Auto negligence
<u>Opposing Counsel</u>	Pending
	James Peter Cooksey, Esq. (ccpalaw@bellsouth.net) 561-691-4901

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE18016339 Style Laura Boeckel Plaintiff v. Geico General Insurance Company, et al Defendant Date Filed 7/9/2018
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Derek Alex Lewis, Esq. (derek@flinjuryfirm.com) 954-951-0000

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE19002814 Style Luisa Paredes Plaintiff v. David Duclos, et al Defendant Date Filed 2/6/2019
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Brett Steinberg, Esq. (brett@brettsteinberglaw.com) 561-630-0053

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE19002388 Style Patty Hunter Plaintiff v. B&L Service Inc Defendant Date Filed 2/1/2019
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Jason Manorcchio, Esq. (jason@fenstersheib.com) 954-456-2488

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17001842 Style Paul Hollenbach Plaintiff v. Alan Jean-Baptiste, Et Al Defendant Date Filed 1/23/2017
Name of Court or other tribunal	FL BROWARD CIR. CT.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Jonah Wolfson, Esq. (jonahwolfson@wolfsonlawfirm.com) 305-285-1115

Filing # 53291655 E-Filed 03/04/2017 04:23:30 PM

IN THE CIRCUIT COURT OF THE 17th
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO: CACE-17-001842

PAUL HOLLENBACH,

Plaintiffs,

vs.

ALAN JEAN-BAPTISTE,
and B & L SERVICES INC.,

Defendant.

NOTICE OF VOLUNTARY DISMISSAL WITHOUT PREJUDICE

Plaintiff files this Notice of Voluntary Dismissal Without Prejudice.

Filed this 4th day of March, 2017

WOLFSON LAW FIRM, LLP
Attorneys for Plaintiff
3399 S.W. 3rd Avenue
Miami, FL 33145
Telephone (305) 285-1115
Facsimile (305) 285-1608

/s/ Jonah M. Wolfson

By: _____
JONAH M. WOLFSON, ESQ.
FLA. BAR NO. 498130

B&L SERVICE, INC. LITIGATION HISTORY FORM

<p>Is this for a: (check type)</p> <p><input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?</p>	<p>If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/></p>
	<p>or No <input type="checkbox"/></p>
<p>Party</p>	<p>Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/> Appellee</p>
<p>Case Number, Name, and Date Filed</p>	<p>Case No. SC18-466 Style RASIER-DC, LLC V. B&L SERVICE, INC., ET AL. Date Filed 3/21/2018</p>
<p>Name of Court or other tribunal</p>	<p>FL SUP. CT.</p>
<p>Type of Case</p>	<p>Civil</p>
<p>Claim or Cause of Action and Brief description of each Count</p>	<p>APPEAL OF A RULING IN FAVOR OF B&L BY THE 4TH DISTRICT COURT OF APPEAL</p>
<p>Brief description of the Subject Matter and Project Involved</p>	<p>Trade Secret</p>
<p><u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)</p>	<p>Court denied jurisdiction.</p>
<p><u>Opposing Counsel</u></p>	<p>Alyssa Mara Reiter, Esq. (areiter@wickersmith.com) 954-847-4838</p>

Supreme Court of Florida

MONDAY, DECEMBER 17, 2018

CASE NO.: SC18-466

Lower Tribunal No(s):

4D16-3070; 062016CA002723AXXXCE

RASIER-DC, LLC

vs. B&L SERVICE, INC., ET AL.

Petitioner(s)

Respondent(s)

This cause having heretofore been submitted to the Court on jurisdictional briefs and portions of the record deemed necessary to reflect jurisdiction under Article V, Section 3(b), Florida Constitution, and the Court having determined that it should decline to accept jurisdiction, it is ordered that the petition for review is denied.

No motion for rehearing will be entertained by the Court. *See* Fla. R. App. P. 9.330(d)(2).

CANADY, C.J., and QUINCE, POLSTON, LABARGA, and LAWSON, JJ., concur.

A True Copy

Test:



John A. Tomasino
Clerk, Supreme Court



lc

Served:

DANIEL LAWRENCE WALLACH
HON. SANDRA JOY PERLMAN, JUDGE
HON. LONN WEISSBLUM, CLERK
HON. BRENDA D. FORMAN, CLERK

ANGELA J. WALLACE
MARK J. STEMLER
ANNIKA ELAINE ASHTON
ALYSSA M. REITER

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17004565 Style Steeve Nicolas, Et Al Plaintiff v. Jose Jean, Et Al Defendant Date Filed 3/7/2017
Name of Court or other tribunal	FL BROWARD CIR. CT.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	David Lewis Templer, Esq. (dlt@temperhirsch.com) 305-937-2700

Filing # 64956031 E-Filed 12/05/2017 10:19:15 AM

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY, FLORIDA

CASE NO.: CACE-16-016967 (09)
Consolidated with CACE-17-004565 (09)

SHENEIDER GILLES,

Plaintiff,

v.

B & L SERVICE, INC. and JOSE JEAN,

Defendants.

STEEVE NICOLAS and ROBERTHO NOEL,

Plaintiffs,

v.

B & L SERVICE, INC. and JOSE JEAN,

Defendants.

FINAL ORDER OF DISMISSAL WITH PREJUDICE

AS TO CLAIMS OF PLAINTIFF, SHENEIDER GILLES, ONLY

THIS CAUSE having come on before the Court upon the above stipulation of counsel for the respective parties hereto and the Court being fully advised in the premises therein, it is hereby,

ORDERED AND ADJUDGED that the claims of Plaintiff, SHENEIDER GILLES, be and the same are hereby dismissed with prejudice as to all claims of Plaintiff, SHENEIDER GILLES, whether asserted or not asserted and said parties to bear their own costs and attorneys'

fees in this matter. This Order of Dismissal does not extinguish the claims of Plaintiffs,
STEEVE NICOLAS and ROBERTHO NOEL.

DONE AND ORDERED in Chambers at Fort Lauderdale, Broward County, Florida, this
_____ day of _____, 2017.

CIRCUIT COURT JUDGE

Copies Furnished to:

1. Jamie Clark Dixon, Esq., Counsel for Defendants, Wadsworth Law, LLP, 14 N.E. 1st Avenue, 10th Floor, Miami, FL 33132, E-Mail: jcd@wadsworth-law.com, pleadings@wadsworth-law.com and cw@wadsworth-law.com
2. Bradley A. Ross, Esq., Counsel for Plaintiff Sheneider Gilles, Greenspoon Marder, 200 E. Broward Blvd., Suite 1800, Fort Lauderdale, FL 33301, E-Mail: Brad.Ross@wadsworth-law.com
3. David Templer, Esq., Counsel for Plaintiffs Steeve Nicolas and Robertho Noel, Templer & Hirsch, P.A., 20801 Biscayne Blvd., Suite 400, Miami, FL 33180, E-Mail: dth@templershirsch.com

CACE17004565 12-05-2017 10:19 AM

Electronically Signed by Levenson, Jeffrey CACE17004565 12-05-2017 10:19 AM

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE19001062 Style Stephanie Rochard Plaintiff v. Bruno Dernier, et al Defendant Date Filed 1/16/2019
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Brian H. Malamud, Esq. (brian@wolfandpravato.com) 954-522-5800

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE19020724 Style Tamara Touissant Plaintiff v. B&L Service Inc Defendant Date Filed 10/7/2019
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Divya Khullar, Esq. (dkhullar@khullarlaw.com) 954-642-2308

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17005303 Style Taneese Silpot Plaintiff v. Andre Lavaud, Et Al Defendant Date Filed 3/17/2017
Name of Court or other tribunal	FL BROWARD CIR. CT.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	David Singer, Esq. (dsingeresq@aol.com) 954-920-1571

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE18026402 Style Tiana Dodd Plaintiff v. Anwar Hossain, et al Defendant Date Filed 11/9/2018
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending
<u>Opposing Counsel</u>	Andrew Michael Smith, Esq. (andy@asmithlegal.com) 561-961-4665

Filing # 89142951 E-Filed 05/07/2019 06:43:07 PM

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE17005303 DIVISION 08 JUDGE David A Haimes

Taneese Silpot

Plaintiff(s) / Petitioner(s)

v.

Andre Lavaud, et al

Defendant(s) / Respondent(s)

_____ /

FINAL ORDER OF DISMISSAL

FINAL ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE having come on before the Court upon the attached Joint Stipulation of Dismissal for the respective parties hereto and the Court being fully advised in the premises, it is hereupon:

ORDERED AND ADJUDGED that the within cause be and the same is hereby dismissed with prejudice, with said parties to bear their own costs and attorneys' fees in this matter.

DONE and **ORDERED** in Chambers, at Broward County, Florida on 05-07-2019.

CACE17005303 05-07-2019 10:57 AM

CACE17005303 05-07-2019 10:57 AM

Hon. David A Haimes

CIRCUIT JUDGE

Electronically Signed by David A Haimes

Copies Furnished To:

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CaseNo: CACE17005303

Page 2 of 2

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Peter G. Walsh , E-mail : mpizarro@1800askfree.com

B&L SERVICE, INC. LITIGATION HISTORY FORM

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor: <input type="text" value="Not applicable"/>
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input checked="" type="checkbox"/>
Case Number, Name, and Date Filed	Case No. CACE17014559 Style Yonette Behari Plaintiff v. Frimans Pierre, et al Defendant Date Filed 8/3/2017
Name of Court or other tribunal	FL Broward Cir. Ct.
Type of Case	Civil
Claim or Cause of Action and Brief description of each Count	Torts/Negligence, Motor Vehicle
Brief description of the Subject Matter and Project Involved	Auto negligence
<u>Disposition of Case</u> (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Disposed
<u>Opposing Counsel</u>	Pro Se

Filing # 62262516 E-Filed 10/02/2017 01:56:08 PM

IN THE CIRCUIT COURT OF THE 17TH
JUDICIAL CIRCUIT IN AND FOR
BROWARD COUNTY

CASE NO.: CACE-17-014559 (14)

Judge: Carlos Augusto Rodriguez

YONETTE BEHARI, as Prospective Personal
Representative of the Estate of Donna Anita
Isha Behari, deceased,

Plaintiff,

vs.

FRIMANS PIERRE and B & L SERVICE, INC.,

Defendants.

PLAINTIFF'S NOTICE OF VOLUNTARY DISMISSAL WITHOUT PREJUDICE

Plaintiff, YONETTE BEHARI, as Prospective Personal Representative of the Estate of
Donna Anita Isha Behari, deceased, by and through her undersigned counsel, hereby files this
Notice of Voluntary Dismissal Without Prejudice dismissing the above-captioned case.

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished on
this 2nd day of October, 2017, by electronic mail to: CHRISTOPHER W. WADSWORTH, ESQ.
(cw@wadsworth-law.com; jcd@wadsworth-law.com; pleadings@wadsworth-law.com;
tamic@wadsworth-law.com; beauu@wadsworth-law.com).

METNICK, LEVY & DYSON

Attorneys for Plaintiff
15300 Jog Road, Suite 103
Delray Beach, Florida 33446
(561) 498-9979; Fax (561) 498-9987 (f)

By: _____

Peter A. Dyson, Esq.
Florida Bar No.: 40953
peterdyson@metnickandlevy.com
Lizdemond@metnickandlevy.com
pleadings@metnickandlevy.com

Employee Handbook

B&L SERVICE, INC.

A Manual of
Employee Benefits &
Personnel Policies

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Introduction

Welcome and Purpose

This handbook is designed to acquaint you with and provide you with general information about working conditions, benefits and policies affecting your employment.

The information contained in this handbook applies to all employees of B&L Service, Inc. (hereinafter B&L). Following the policies detailed within the handbook is considered a condition of continuous employment. The contents of this manual shall not constitute nor be construed as a promise of employment or as a contract between the Company and any of its employees. The handbook is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding and complying with the provisions of this handbook. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

Introduction

At-will Employment Statement

While we hope to have a long and profitable relationship with you, your employment with the Company is voluntary and is subject to termination by you or the Company at will, with or without cause, and with or without notice, at any time.

While the Company may have a disciplinary system in place, this system does not have to be used -- the Company may make the decision to terminate you without first taking these disciplinary steps.

None of the information provided in our policies signifies a contractual agreement or should be interpreted to conflict with, eliminate or modify in any way your employment-at-will status with the Company.

No individual, except for John Camillo, President can approve any kind of contractual agreement. Should a contractual agreement be signed by this person, it must also be notarized in order to be applicable.

Introduction

Mission Statement

Our mission is to retain and expand our customer base through superior, personalized service.

We have carefully selected you as a staff member because we believe that you will provide the high-quality service that continually makes us the best in the business. We believe that consistent, ethical and quality performance in all of our endeavors is the key to success and will result in loyal, mutually beneficial relationships. As a member of our staff, dedication to providing the best service to our customers is your number one priority.

To fulfill this mission, we are committed to:

- Providing competitively priced products and high-quality service
- Be up to date with new technologies that may benefit us
- Rewarding employee achievement
- Serving and supporting the community
- Building partnerships
- Exceeding customer expectations

Employment Policies

Employment Termination

1. Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:
 - Resignation—voluntary employment termination initiated by an employee.
 - Termination—involuntary employment termination initiated by B&L.
 - Layoff—involuntary employment termination initiated by B&L for non-disciplinary reasons.
2. If you wish to resign, we ask that you notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by B&L and your co-workers. This notice should be in the form of a written statement.
3. If you fail to report to work for two consecutive days without informing management of the planned absence, we will assume that you have voluntarily resigned.
4. In the case of termination due to resignation, retirement or permanent reduction in the work force, your accrued vacation pay will be paid on a pro-rata basis. Unused personal time is not paid upon termination. In the case of termination, any vacation or personal/sick time used in excess of accrued time will be deducted from your final paycheck given your prior written permission.
5. Furthermore, any outstanding financial obligations owed to B&L will also be deducted from your final check given your prior written permission. If your final check does not sufficiently cover the money owed to the Company, you will remain liable for that amount.
6. A meeting between you and your immediate manager will take place prior to your last day of work. A health insurance extension of benefits under COBRA regulations is available and is offered via mail to eligible employees. Parking cards, office keys, Company equipment and building passes must be returned at this time, along with all other Company property and confidential information.
7. If you leave B&L in good standing, you may be considered for re-employment.
8. Except as required by law or by separate agreement, employee salary and benefits will end on the date of termination.
9. Upon resigning from B&L, please continue to provide us with an accurate address for at least one year for tax purposes.

Employment Policies

Equal Employment Opportunity

It is our policy to provide an equal employment opportunity to all individuals. We are committed to a diverse workforce. We value all employees' talents and support an environment that is inclusive and respectful. We are strongly committed to this policy and believe in the concept and spirit of the law.

We are committed to assuring that:

- All recruiting, hiring, training, promotion, compensation and other employment-related programs are provided fairly to all persons on an equal opportunity basis;
- Employment decisions are based on the principles of equal opportunity. All personnel actions such as compensation, benefits, transfers, training, and participation in social and recreational programs are administered without regard to any characteristic protected by state, federal or local law;
- Employees and applicants will not be subjected to harassment, intimidation, threats, retaliation, coercion or discrimination because they have exercised any right protected by law; and
- Reasonable accommodations will be made for disabilities and religious beliefs.

We believe in and practice equal opportunity. The Director of Human Resources serves as our Equal Opportunity Coordinator and has overall responsibility for assuring compliance with this policy. All employees are responsible for supporting the concept of equal opportunity and diversity and assisting our Company in meeting its objectives.

Please contact Human Resources with questions or concerns.

Employment Policies

Domestic Partner Policy

The employee benefit package of B&L includes provisions for extending insurance coverage to the domestic partner of its employees, or the dependents of the domestic partner. The following standards and conditions will apply to any employee seeking access to these Company benefits.

1. Any employee who is a party to a domestic partnership relationship is entitled to elect insurance coverage for his or her domestic partner or dependents of such domestic partner on the same basis in which any other employee may elect insurance coverage for his or her spouse or dependents. The right to elect insurance coverage for a domestic partner, or the partner's dependents, extends to all forms of insurance provided by the Company to the spouses and dependents of employees.
2. An employee who is a party to a domestic partnership relationship is entitled to use all forms of leave provided by the Company including but not limited to sick leave and annual leave to care for a domestic partner or the dependents of the domestic partner.
3. All other benefits available to spouses and dependents are also available on the same basis to the domestic partner, or dependents of the domestic partner who is party to a domestic partnership relationship.
4. It is within the company's discretion as to what benefits are provided to its employees.
5. Employees who are a party to a domestic partnership must be registered in accordance with Broward County Ordinance No. 1999-03, as amended in order to be eligible for access to employee benefits. Employees may be required to provide such other proof of domestic partnership as may be required by insurance or health care plans.
6. Eligibility criteria for domestic partnership is as follows:
 - a. Each domestic partner is at least 18 years old and competent to contract.
 - b. Neither domestic partner is married nor a partner to another domestic partnership relationship.
 - c. The domestic partners are not related by blood.
 - d. Consent to either domestic partner to the domestic partnership has not been obtained by force, duress or fraud.
 - e. Each domestic partner agrees to be jointly responsible for each other's basic food and shelter.

Employment Policies

I-9 Immigration Reform

B&L complies with the Immigration Reform and Control Act, employing only those persons who are legally eligible to work in the United States.

B&L complies with the Immigration Reform and Control Act of 1986 by employing only United States citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of employment to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (INS Form I-9). If an individual cannot verify his or her right to work within three days of hire, B&L must terminate his or her employment.

Please contact Human Resources with questions or concerns.

Workplace Conduct

Code of Ethics Policy

B&L maintains specific policies in an attempt to assist employees in adhering to certain standards of conduct. These policies are in place to preserve the Company's reputation and prevent adverse consequences to all parties involved. This particular policy is designed to establish standards of conduct with respect to payments and political contributions.

Prohibition of Improper Payments

The Company requires all employees to use only lawful practices involving payments to customers, political parties, officials, candidates or governmental authorities. As a result, kickbacks and bribes offered with the intent of inducing or rewarding specific buying decisions or actions are strictly prohibited. No Company employee may offer to make direct or indirect payments of value in the form of compensation, gifts or contributions to any of the following:

- Persons or firms employed by or acting on behalf of a customer (private or governmental) for the purpose of rewarding favorable actions in a transaction.
- Any governmental officials, political parties or officials of a party or candidate for political office for the purpose of rewarding favorable actions or influence of the official, party or candidate.

These restrictions are not applicable to ordinary, reasonable business entertainment expenses and gifts of no substantial value. Management should exercise sound judgment and discretion with regard to controlling and authorizing these business expenses on a regular basis.

Political Contributions

The Company will not make any contributions to any political party or candidate for political office in violation of federal or state law. Federal law generally prohibits corporations from making contributions or expenditures in connection with a political campaign, subject to some limited exceptions. There are, however, various states that do allow corporate contributions to political parties and candidates in conjunction with state and local elections.

Reporting to Management

Any employee who must authorize, make or agree to a payment that may be contrary to this policy must report this information to his or her supervisor or to the Company's legal counsel immediately. If an employee learns that a coworker is engaging in conduct contrary to this policy, the employee must report this information immediately to his or her supervisor or the Company's legal counsel immediately as well. Management personnel who receive a report will promptly discuss the issue with legal counsel for further investigation.

Workplace Conduct

Antitrust Laws

Antitrust laws are relevant to many business decisions, and those who engage in illegal actions against such laws are subject to fines and imprisonment. Management will help guide employees in abiding by antitrust decrees applicable to the Company. The Company intends to comply with all U.S. antitrust laws applicable to normal business operations and will hold employees responsible for abiding by these laws as well.

In compliance with Section I of the Sherman Antitrust Act:

- No employee may enter into an agreement (expressed or implied, formal or informal, written or oral) with any competitor restricting any of the following conditions or business offering:
 - Prices
 - Costs
 - Profits
 - Offerings of products and services
 - Terms of sale conditions
 - Production or sales volume
 - Production capacity
 - Market share
 - Quote decisions
 - Customer selection
 - Sales territories
 - Distribution methodology
- No employee may enter into an agreement with a purchaser or lessee restricting the right of the purchaser or lessee to determine the price to resell or lease the product in question. Employees may also not enter in such agreements when the Company is the purchaser or lessee in the agreement.

The following situations may be in violation of antitrust laws under certain circumstances. Employees may not enter into these agreements without consulting legal counsel in advance and obtaining clearance to enter into such agreements.

- Agreements with customers or suppliers regarding the sales or purchases of reciprocal purchases or sales by customers or suppliers.

Workplace Conduct

- Agreements with purchasers or lessees of products of the Company that would restrict customers from using or reselling products as they choose to do so.
- Agreements with any party that would restrict all parties involved to manufacture a product or provide a service to a third party.

Exchange of Information with Competitors

Communication with competitors would be an infringement of antitrust laws, specifically if the communication is accompanied by some action. The prohibitions of this policy are intended to avoid antitrust infringements. Under this policy, no employee may discuss information on any subject with a competitor or another third party acting on behalf of a competitor to remain compliant with Section 1 of the Sherman Antitrust Act unless the Company's legal counsel determines that the communication would not violate antitrust laws.

When participating in trade associations and other meetings with competitors, employees may not attend:

- Unauthorized meetings with competitors.
- Meetings where the communication with competitors is in violation of the paragraph above.
- Meetings for trade associations held to discuss business without adhering to the formal rules established by the trade association for its meetings.

Employees must recognize that participating in development and product certification events impacting competitors or suppliers may initiate antitrust violations. Consult with the Company's legal counsel before attending any event that may develop standards or certify products with competitors.

Violations of this Policy

If an employee violates this policy, he or she may be subject to termination or other disciplinary action to prevent future violations. The following individuals may be subject to disciplinary action or termination:

- Employees who are in direct violation of this policy.
- Employees who deliberately withhold information concerning the violation of this policy or fail to report a violation of this policy.
- Management personnel who fail to report violation of this policy by their subordinates.

If an employee is accused of violating antitrust laws, yet he or she did consult legal counsel and acted in good faith, the employee may not face disciplinary action under this policy. The Company may also assist in the employee's defense, within the confines of the law.

Workplace Conduct

Complaint Policy

B&L strives to openly communicate with all employees. Any concerns employees have should be promptly be reported to management so that a solution may be devised.

Examples of some complaints employees may have:

- Suggestions for improvement
- Concerns about working conditions
- Issues with co-workers
- Concerns about treatment at work

When a complaint is voiced, we will do our best to remedy the situation. While every employee may not be satisfied with every solution, we do value the input that employees provide and want to foster an environment where all employees feel comfortable reporting their concerns.

Please contact your supervisor or the Risk Manager with all complaints.

Workplace Conduct

Disciplinary Action Policy

Disciplinary actions may entail verbal, written and final warnings, and suspension and termination. All of these actions may not be followed in all instances. B&L reserves the right to exercise discretion in discipline. Prior warning is not a requirement for termination. If you are disciplined in writing, copies of your warnings are placed in your personnel file.

B&L reserves the right to take any disciplinary action the Company considers appropriate, including termination, at any time. In addition to those situations discussed elsewhere in this handbook, listed below are some examples where immediate termination could result. This list is general in nature and is not intended to be all inclusive:

- Discourtesy to a customer, provider or the general public resulting in a complaint or loss of good will.
- Refusal or failure to follow directions from management.
- Breach of confidentiality relating to employer, employee, customer or provider information.
- Altering, damaging or destroying Company property or records, or another employee's property.
- Dishonesty.
- Providing false or misleading information to any Company representative or on any Company records, including the employment application, benefit forms, time cards, expense reimbursement forms and similar records.
- Fighting or engaging in disorderly conduct on the Company's or a customer's premises.
- Violations of any of Company's employment policies including, but not limited to, confidentiality, security, solicitation, insider trading, conflict of interest and code of conduct.
- Conduct or performance issues of a serious nature.
- Failure of a drug or alcohol test.

The Company recognizes that personal issues can sometimes affect your performance. The Employee Assistance Program (EAP) is available to employees and their families to provide confidential help with a wide variety of personal problems, issues and concerns.

Use of EAP services, however, does not excuse you from complying with Company policies and procedures, or from achieving job requirements or expectations during or after receiving EAP assistance. Participation in the EAP will not prevent the Company from taking disciplinary action when warranted.

Workplace Conduct

Drug-free Workplace Policy

We recognize alcohol and drug abuse as potential health, safety and security problems. It is expected that all employees will assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this Drug-free Workplace Policy is made a condition of employment.

Employees are prohibited from the following when reporting for work, while on the job, on Company or customer premises or surrounding areas, or in any vehicle used for Company business:

- The unlawful use, possession, transportation, manufacture, sale, dispensation or other distribution of an illegal or controlled substance or drug paraphernalia
- The unauthorized use, possession, transportation, manufacture, sale, dispensation or other distribution of alcohol
- Being under the influence of alcohol or having a detectable amount of an illegal or controlled substance in the blood or urine (“controlled substance” means a drug or other substance as defined in applicable federal laws on drug abuse prevention)

Any employee violating these prohibitions will be subject to disciplinary action up to and including termination.

Any employee convicted under any criminal drug statute for a violation occurring while on the job, on Company or customer premises, or in any vehicle used for Company business must notify the Company no later than five days after such a conviction. A conviction includes any finding of guilt or plea of no contest and/or imposition of a fine, jail sentence or other penalty.

Drug and alcohol testing will be carried out in compliance with any applicable state and federal laws and regulations.

Disciplinary action will be taken for drug-related crimes, regardless of whether they happened during working hours or on an employee's own time.

We recognize that employees suffering from alcohol or drug dependence can be treated. We encourage any employee to seek professional care and counseling prior to any violation of this policy.

Workplace Conduct

Harassment Policy

B&L strives to provide a work environment that is free from harassment. Therefore, B&L will not tolerate harassment based on age, race, gender, color, religion, national origin, disability, marital status, covered veteran status, sexual orientation, status with respect to public assistance and other characteristics protected under state, federal or local law. This conduct is prohibited in any form at the workplace, at work-related functions or outside of work if it affects the workplace. This policy applies to all employees, clients, customers, guests, vendors and persons doing business with the Company.

Harassment consists of unwelcome conduct toward an individual because of his or her age, race, gender, color, religion or other protected status when the conduct creates an intimidating, hostile or offensive work environment that causes work performance to suffer or negatively affects job opportunities.

Types of prohibited harassment include, but are not limited to, the following:

- Verbal or written comments related to a trait someone possesses, including name-calling, jokes, slurs, negative stereotyping or threats
- Explicit or degrading verbal comments about another individual or his or her appearance
- Nonverbal conduct, such as staring, leering or giving inappropriate gifts
- Physical conduct, such as assault or unwanted touching
- Visual images, in hard copy or electronic form, relating to a trait someone possesses (for example, cartoons, drawings or pictures)

Appropriate performance reviews, counseling or discipline by your manager do not constitute harassment.

If you feel that you are being harassed, take the following steps:

- Tell the harasser that his or her actions are not welcome and they must stop, if you feel comfortable enough to do so
- Report the incident immediately to your manager or to Risk Management
- Report any additional incidents or retaliation that may occur to your manager or Risk Management

All reports will be investigated immediately and thoroughly. Complaints and actions taken to resolve complaints will be handled as confidentially as possible. Appropriate actions will be taken to stop and remedy such conduct, including interim measures during a period of investigation.

Retaliating or discriminating against an employee who reports a suspected incident of harassment or who cooperates in an investigation is prohibited. Employees who violate this policy or retaliate against an employee in any way will be subject to disciplinary action, up to and including termination.

Workplace Conduct

Sexual Harassment Policy

B&L prohibits sexual harassment of all kinds. This policy applies not only to employees but also to clients, customers, guests, vendors and anyone else doing business with B&L. Any employee who feels that he or she has been a victim of sexual harassment should notify Human Resources immediately.

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition, either explicitly or implicitly, of an individual's employment
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual's employment
- Such conduct has the purpose or effect of interfering with an individual's work performance or creates an intimidating, hostile or offensive work environment

Examples of sexual harassment include, but are not limited to, the following:

- Unwelcome sexual flirtation, advances or propositions
- Verbal comments related to an individual's gender or sexual orientation
- Explicit or degrading verbal comments about another individual or his or her appearance
- The display of sexually suggestive pictures or objects in any workplace location, including transmission or display via computer
- Any sexually offensive or abusive physical conduct
- The taking of, or the refusal to take any personnel action based on an employee's submission to or rejection of sexual overtures
- Displaying cartoons or telling jokes which relate to an individual's gender or sexual orientation

Workplace Conduct

Standards of Conduct

The work rules and standards of conduct for B&L are important, and the Company regards them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their jobs and conducting business on behalf of B&L. Please note that any employee who deviates from these rules and standards will be subject to disciplinary action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action.

- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, manufacture, distribution, sale, transfer, dispensation or use of alcohol or illegal drugs
- Fighting or threatening violence in the workplace
- Immoral actions or intimidating others
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of Company or customer property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in the workplace
- Sexual or other unlawful or unwelcome harassment or touching
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones or other Company equipment
- Using Company equipment for purposes other than business (e.g., playing games on computers or personal Internet usage)
- Unauthorized disclosure of confidential information
- Violation of personnel policies

Workplace Conduct

- Unsatisfactory performance or conduct

These rules apply to any and all interactions with customers, fellow employees or anyone else associated with the workplace.

Workplace Conduct

Violence in the Workplace

It is B&L's policy to provide a workplace that is safe and free from all threatening and intimidating conduct. Therefore, the Company will not tolerate violence or threats of violence of any form in the workplace, at work-related functions or outside of work if it affects the workplace. This policy applies to Company employees, clients, customers, guests, vendors and persons doing business with the Company.

It is a violation of this policy for any individual to engage in any conduct, verbal or physical, that intimidates, endangers or creates the perception of intent to harm persons or property. Examples include but are not limited to:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, fax or email).
- Verbal conduct that is intimidating and has the purpose or effect of threatening the health or safety of a coworker.
- Any other conduct or acts that management believes represent an imminent or potential danger to workplace safety or security.

Anyone with questions or complaints about workplace behaviors that fall under this policy may discuss them with a supervisor or a Human Resources representative. The Company will promptly and thoroughly investigate any reported occurrences or threats of violence. Violations of this policy will result in disciplinary action, up to and including immediate termination of employees. Where such actions involve non-employees, the Company will take action appropriate for the circumstances. Where appropriate and/or necessary, the Company will also take whatever legal actions are available and necessary to stop the conduct and protect Company employees and property.

Workplace Conduct

Weapons in the Workplace

B&L prohibits the possession of firearms or any other lethal weapon on Company property, in a vehicle being used on Company business, in any company-owned or leased parking facility, or at a work-related function. This applies to all employees, visitors and customers on Company property, even those who are licensed to carry weapons. The only exception to this is an employee who is required to possess weapons in order to fulfill his or her job duties.

Some examples of prohibited weapons include:

- Firearms (pistols, revolvers, shotguns, rifles and bb guns)
- Knives (switchblades, gravity knives or any knife with a blade longer than three inches)
- Metal knuckles
- Bows and arrows
- Tasers

We prohibit weapons to ensure the safety and security of all employees and persons visiting the Company. Any employee found in violation of this policy will be subject to disciplinary action, up to and including immediate termination. If you have questions or concerns regarding this policy, please contact Human Resources.

Workplace Conduct

Workplace Bullying

B&L is committed to providing a safe and healthy work environment for all employees. As such, the Company prohibits bullying of any kind and will deal with complaints accordingly. This policy applies to employees while working, at work functions and while traveling on business.

Bullying is defined as unwelcome or unreasonable behavior that demeans, intimidates or humiliates an individual or a group of individuals.

Bullying can be:

- An isolated incident or persistent incidents
- Carried out by a group or an individual
- Either direct or indirect
- Verbal or physical

Some examples of bullying include:

- Abusive or offensive language
- Unwelcome behavior
- Unreasonable insults or criticism (especially in public)
- Teasing and/or spreading rumors
- Trivializing of work or achievements
- Exclusion or isolation

Bullying can have devastating results. If you witness bullying or suspect bullying is taking place, report it to your supervisor and/or to Human Resources immediately. All suspected incidents of bullying will be thoroughly investigated and disciplinary measures will be taken accordingly.

Employee Benefits

COBRA Benefits

B&L complies with the federal law, Consolidated Omnibus Budget Reconciliation Act of 1985, P.L. 99 272, and later amendments, otherwise known as COBRA. Covered employees and their dependants who lose insurance coverage for any of the following reasons are eligible to continue their coverage through COBRA: termination of the covered employee's employment, reduction in the covered employee's working hours, divorce or legal separation, death of the employee, eligibility for Medicare or loss of dependent child status under the insurance plan. All administrative rules and processes as well as changes in plan benefits and premiums apply to those on continuation coverage.

In the event of divorce or legal separation, or the loss of dependent child status under the plan, a covered employee or dependent must notify Human Resources as soon as possible to maintain the right to continue coverage. At that time, Human Resources will provide enrollment materials to the employee or covered dependent within 14 days of that notification.

The covered employee or dependent has 60 days to elect continuation of coverage from either the date that coverage would ordinarily have ended under the plan by reason of a qualifying event or the date of notification, whichever comes later. Election of continuation of coverage is established by completing and returning enrollment materials to Human Resources.

COBRA premiums will be billed by the applicable insurance provider, and the first premium will be due within 45 days of the date of election. Subsequent premiums must be received within the terms set forth by the provider. Failure to make timely payments will result in termination of coverage without notice.

COBRA continuation coverage will end for any of the following reasons: discontinues its insurance plan, the premium payment is not made in a timely fashion, and the person who elected continuation of coverage becomes covered under another insurance plan or Medicare. Continuation coverage will end after 18 months if the qualifying event was termination or reduction in hours, unless the qualified beneficiary is disabled at the time of termination or reduction in hours, in which case coverage may extend to 29 months. Continuation coverage will otherwise end after 36 months.

Employee Benefits

Employer-offered Insurance

B&L provides group carrier health for employees. B&L's contribution to this coverage is made in compliance with the Affordable Care Act. Insurance coverage begins on the first day of the first month following 90 days of full-time employment. Employees who wish to enroll after 90 calendar days of full-time employment may do so at that time. Current part-time employees who become full-time employees will be notified by Human Resources when they are eligible to enroll.

As a result of termination, reduction in work hours, injury or illness, or in the event that an employee is on a military, jury duty or other leave of absence, an employee may be eligible to continue B & L's group coverage by paying the monthly premium. If the employee satisfies eligibility requirements for coverage continuation and is terminated, has his or her work hours reduced, is on a leave of absence for a work-related injury or illness, is on an approved military leave or is on an approved jury duty leave, B & L will continue its contribution for one month. For continuation of coverage after that point in time, the employee is responsible for the full payment of the premium.

Employees are urged to consult the insurance summary plan description for details of the plan benefits. The plan document controls payment of any benefits.

Group insurance is an employee benefit in which an employee is not required to enroll. There will be no increase in wages if an employee waives coverage. For inquiries, contact the Human Resources department.

Employee Benefits

Employment Taxes & Voluntary Deductions

As an employee of B&L, you are responsible for paying federal, state and local taxes. This includes income taxes, Social Security and Medicare taxes, and the federal unemployment tax (FUTA). These taxes will be automatically withdrawn from each of your paychecks at a rate that is determined by the number of deductions you claim.

You are also eligible to receive benefit coverage under B&L's health insurance plan. Should you choose to enroll in the offered benefits program, you will be required to pay a portion of the premium cost. Your total annual contribution cost for the coverage you select will be divided by the number of pay periods in the Plan Year to determine the amount that will be deducted (on a pre-tax basis) from each of your paychecks.

You have the option of waiving all pre-tax benefits. Should you choose to waive these benefits, you will not have another opportunity to elect them until the next Open Enrollment Period, and any after-tax coverage permitted by B&L will be outside the plan. The only exception to this is in the case of a Change in Election Event for an applicable benefit. Some common Change in Election Events include changes in employment status, divorce and marriage. In these circumstances, the election change must be on account of and consistent with the Change in Election Event, as described in the Plan. Health Savings Account (HSA) contribution elections can be changed at any time and for any reason. HSA contribution election changes will become effective no later than the first day of the calendar month after the change request is filed.

The employment taxes and voluntary deductions described above will continue to be deducted from your paycheck until changes are made to the number of deductions you claim, or until you change your benefit elections. There is a possibility, however, that your contributions for Medical and Dental Insurance Benefits will be automatically increased or decreased for changes.

Time Away From Work

Communicable Disease Policy

A communicable disease is a disease that can be transmitted from one individual to another via: (1) direct physical contact, (2) the air (cough, sneeze or particle inhaled), (3) through a transmission vehicle (either ingested or injected) or (4) through a vector (animals or insects). Examples of some of the most common communicable diseases include: measles, influenza, viral hepatitis-A (infectious hepatitis), viral hepatitis-B (serum hepatitis), human immunodeficiency virus (HIV), AIDS, AIDS Related Complex (ARC), leprosy, Severe Acute Respiratory Syndrome (SARS) and tuberculosis (TB). This definition may be broadened in accordance with the recommendations and information provided from the Centers for Disease Control and Prevention (CDC).

B&L will make decisions involving those with communicable diseases based on medical information concerning the disease in question, the risks of transmission to others, symptoms and any special circumstances of the individuals involved. The Company will weigh potential risks and available alternatives before making any decisions.

Reporting Procedure

Those employees who demonstrate signs or symptoms of a communicable disease that poses a credible threat of transmission in the B&L workplace should report that potential infection or disease immediately to the Human Resources department. The employee is then responsible for B&L keeping informed of his or her condition that may require extended care, missed work, etc. The employee may also be required to provide written documentation from a physician to return to the worksite.

Hiring and Employment

B&L will not discriminate against job applicants or employees with a communicable disease. These individuals will not be denied access to the worksite solely because they have a communicable disease but may be excluded from Company facilities, programs and functions if B & L determines that restriction is necessary to protect the welfare of the infected individual or the welfare of others.

B&L will comply with all applicable statutes that protect the privacy of individuals with communicable diseases.

Abuse of this policy will result in disciplinary action up to and including termination. B&L reserves the right to revise this policy without notice during changing pandemic conditions.

Time Away From Work

Contagious Illness Policy

B&L realizes that employees with contagious temporary illness, such as influenza, colds and other viruses, need to continue with normal life activities, including working. However, the Company also seeks to maintain a healthy workplace for its employees and customers.

In deciding whether an employee with an apparently short-term contagious illness may continue to work, the Company considers several factors. The employee must be able to perform normal job duties and meet regular performance standards.

In the judgment of the Company, the employee's continued presence must pose no risk to the health of the employee, other employees and customers. If an employee disputes the Company's determination that this type of risk exists, the employee must submit a statement from his or her attending health care provider that the employee's continued employment poses no risk to the employee, other employees and customers.

Supervisors are encouraged to remind employees that the Company provides paid leave to cover absences due to contagious temporary illness. If an employee has exhausted all of his or her paid leave, the employee may be eligible for an unpaid leave. All employees are urged to contact Human Resources with questions about the possible contagious nature of another employee's temporary illness.

Time Away From Work

Vacation Policy

All full-time and part-time employees of B&L Company are eligible for paid vacation after one year of uninterrupted service. Employees who are not full-time or part-time are not eligible for vacation. For full-time employees, vacation hours accrue on an employee's anniversary of employment date as follows:

Anniversary Date	Amount of vacation hours accrued
1 st	40 hours
5 th	80 hours
10 th	120 hours

No employee may take more than 80 hours vacation time in a 60 day period. For part-time employees, vacation hours will be determined on an individual basis at the sole discretion of B&L Company. Vacation time cannot be used until it is accrued. Vacation time must be used prior to the next anniversary date, or on the next anniversary date the employee will accrue a reduced amount of vacation time, which amount is the difference between the unused vacation time and the amount of time available to accrue as of that anniversary date. For example, an employee accruing 80 hours on his 3rd anniversary date, who then takes only 30 hours of vacation prior to his 4th anniversary date, will accrue only 50 hours of vacation on the 4th anniversary date for a total of 80 hours of paid vacation to use before the employee's next anniversary date. Pay in lieu of vacation time is not permitted. However, if an employee leaves the company or is terminated, he or she will be paid for all unused accrued vacation time.

Vacation requests must be made in writing at least four weeks in advance of the leave date. Vacation will be granted in the Company's sole discretion if, in the judgment of an employee's supervisor, work load allows and vacation time has not already been scheduled by other employees in that department.

Time Away From Work

Federal Family and Medical Leave Policy

As an employee of B&L, you may be eligible to take unpaid family and medical leave under the federal law, the Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. An FMLA summary that is based on the Department of Labor's (DOL's) model notice is attached to this policy and further explains the FMLA. If you have questions regarding the FMLA, please contact Human Resources.

Eligibility

To be eligible for leave, you must have been employed by the Company for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, you must work in an office or work site where 50 or more employees are employed within 75 miles of that office or work site.

Amount of Leave Available

Eligible employees may take up to a total of 12 weeks of FMLA leave within a rolling 12-month period, measured backward from the date an employee uses any FMLA leave, for any combination of the following reasons:

- The birth of an employee's newborn child or the placement of a child with the employee for adoption or foster care
- To care for the employee's spouse, child or parent with a serious health condition
- The employee has a serious health condition that makes him or her unable to perform the functions of their job
- A qualifying exigency that arises because the employee's spouse, child or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)

Where leave is taken to care for a covered service member who is undergoing medical treatment, recuperation or therapy, is in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, a spouse, child, parent or next of kin may take up to 26 weeks of unpaid FMLA leave during a single 12-month period.

Under the federal FMLA, spouses employed by the Company are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by the Company are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member with a serious injury or illness, for the birth of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has a serious health condition.

Time Away From Work

Types of Leave Available

Birth or Placement for Adoption or Foster Care: FMLA leave is available to eligible male and female employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of leave may not be taken intermittently or on a reduced schedule, unless the Company agrees to this request. See below for more details on non-continuous leave.

Serious Health Condition of Employee: If, as an eligible employee, you experience a serious health condition as defined by the FMLA, you may take medical leave under this policy (see “Definitions” for the definition of serious health condition). A serious health condition generally occurs when you:

- Receive inpatient care in a hospital, hospice or nursing home.
- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a health care provider.
- Have a history of a chronic condition that may cause episodes of incapacity.

The following provisions apply to leave for the serious health condition of an employee:

- *Non-continuous leave* — Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process* —The need for leave must be documented by your treating health care provider through our medical certification process (see below).
- *Fitness-for-duty statement* — A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in your return to work.

Serious Health Condition of Immediate Family Member: If, as an eligible employee, you need family leave in order to care for your child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take a leave under this policy.

- *Non-continuous leave* — Leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process* — The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Qualifying Exigency Because of Active Duty: If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty in the Armed Forces (including the National Guard or Reserves), or has been notified that they will be called or ordered to covered active duty in the Armed Forces (including the National Guard or Reserves), you may take family leave under this policy. (See “Definitions” for a definition of qualifying exigency).

Time Away From Work

- *Non-continuous leave* — Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once, intermittently or on a reduced leave schedule (see below).
- *Certification process* — The need for leave must be documented through our certification process (see below).

Service member Family Leave: If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, child, parent or next of kin, and who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of serious injury or illness.)

- *Non-continuous leave* — Service member family leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process* — The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

Notifying the Company of the Need for Family or Medical Leave

Generally, an application for leave must be completed for all leave taken under this policy. The need to take non-emergency leave should generally be requested from Human Resources at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, verbal notice should be given as soon as possible (or by your representative if you are incapacitated), and the application form should be completed as soon as practical. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay or denial of the leave. It is your responsibility to notify your manager and Human Resources of absences that may be covered by FMLA.

You must provide sufficient information regarding the reason for an absence for the Company to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance or similar matters.

Medical Certification Process

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member’s or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from Human Resources. Second or third certifications from health care providers and periodic recertification at the Company’s or your expense may be required under certain circumstances.

We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

Time Away From Work

Military Family Leave Certifications

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form. A copy of the military member's active duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

Substituting Paid Leave for Unpaid Leave

Federal FMLA leave is unpaid. The Company requires you to substitute vacation days according to the schedule below. You may also choose to substitute additional paid or unpaid leave that you have accrued.

When you substitute vacation days or other paid leave, the absence will be counted against your entitlement to FMLA leave under this policy and will not extend your leave. In other words, you are using your paid leave concurrently with your FMLA leave.

<u>Eligible Vacation Remaining</u>	<u>Required Substitution</u>
Less than 5 days	None
5-8 days	3 days
9-12 days	5 days
13-16 days	7 days
17-20 days	9 days

When an employee is absent due to a work-related illness or injury that meets the definition of a serious health condition, the absence will be counted against the employee's entitlement under this policy. In other words, the employee is using FMLA leave concurrently with the workers' compensation absence. An employee is not required to substitute paid time off for an absence covered under workers' compensation.

You may be paid for all or part of a medical leave to the extent you are eligible for benefits such as short-term disability. An employee is not required to substitute paid time off for an absence covered under a disability benefit plan.

Time Away From Work

Non-Continuous Leave

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent an employee or family member has control, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by the Company for which you are qualified and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if the Company approves a non-continuous leave for the birth of a child or the placement of a child for adoption or foster care.

Benefit Continuation during Leave

The Company will maintain your group health plan coverage and certain other employment benefits (such as group life insurance, AD&D insurance and health and dependent flexible spending accounts) during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular portion of premiums. Contact Human Resources for an explanation of your options.

Benefits that are accumulated based upon hours worked will not accumulate during the period of FMLA leave.

In some instances, the Company may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

Returning to Work

If the reason for FMLA leave is for your own serious health condition, you will be required to present a fitness-for-duty certification immediately upon return to work.

If you wish to return to work before the scheduled expiration of FMLA leave, you must notify the Company of the changing circumstances as soon as possible but no later than two working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, your situation will be reviewed to determine what rights and protections might exist under other Company policies.

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Rights upon Return from Leave

Upon return from Family or Medical Leave, you will be returned to the position you held immediately prior to the leave if the position is vacant. Certain exceptions exist for Key Employees as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee has no greater rights upon a return from leave than the employee would have if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

Other Types of Leave

If you do not qualify for the types of leave described in this policy, the Company may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.

Definitions

“Spouse”—A husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides.

“Parent”—A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.

“Child”—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family leave, the child does not have to be a minor (under the age of 18) and can be of any age.

- “Incapable of self-care”—The child requires active assistance or supervision to provide daily self-care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.
- “Physical or mental disability”—A physical or mental impairment that substantially limits one or more major life activities of the individual.

“Next of Kin”—Used with respect to an individual, this means the nearest blood relative of that individual other than the spouse, parent or child.

“Serious Health Condition”—Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility.

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- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity.
- Any incapacity due to pregnancy or for prenatal care.
- Chronic conditions requiring periodic treatment by or under the supervision of a health care provider, which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (for example, asthma, diabetes and epilepsy).
- Permanent or long-term conditions requiring supervision for which treatment may not be effective (for example, Alzheimer's, a severe stroke or the terminal stages of a disease).
- Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

“Serious Injury or Illness”—can be:

- In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the five-year period directly before the date on which the veteran undergoes medical treatment, recuperation or therapy, a qualifying injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

According to the DOL, the military family leave requirements for covered Service Members who are veterans do not become effective until the DOL issues its final regulations. It is not known when these final regulations will be issued. For questions regarding family leave to care for a veteran, please contact Human Resources.

“Qualifying Exigency”—includes:

- Short-notice deployment (seven days or less)

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- Military events and related activities
- Child care and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation (up to five days)
- Post-deployment activities
- Additional activities agreed to by the Company and the employee

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EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on covered active duty or call to covered active duty status in the Regular Armed Forces or in the National Guard or Reserves may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness (incurred or aggravated in the line of duty on active duty) that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other

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daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

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Funeral Leave

The purpose of funeral leave is to provide full-time employees with time to attend the funeral of a member of their immediate family and to handle personal affairs without disrupting the employee's income. Only permanent full-time employees are eligible for funeral leave benefits. The employee may be granted up to five consecutive working days with pay in the event of the death of an immediate family member. Definition of immediate family member: The term immediate family member is a parent, spouse or child.

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Jury Duty

The Company encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. If you are called during a particularly busy period, we may ask you to request a postponement. The Company will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

The Company will compensate full-time employees for the difference between jury duty compensation and your current daily pay for the first three days of jury service (or in accordance with applicable law, if different). If additional time is required, it will be granted, but without pay.

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Meal Breaks and Breaks

MEAL BREAKS

It is B&L's policy to provide all full-time, non-exempt employees with a one-half hour (30 minute) non-compensable meal break per eight hours worked. Meal breaks are not counted towards worked hours. Employees are to be completely relieved of any job duties or responsibilities during their meal break. If an employee is required to perform any work duties during this time, the employee may be compensated for the time spent performing work duties. This time worked during the meal break may be counted towards the total hours worked. Employees are required to clock out when leaving the work area for their meal break and clock back in upon their return. Should an employee fail to clock out upon leaving for their meal break or clock back in upon return shall be subject to disciplinary action.

BREAKS

All full time and regularly scheduled part time employees who are scheduled to work more than 5 hours are permitted a 10-minute break, after two hours of their start time and two hours after their meal break, unless business dictates otherwise as determined by management. . Breaks are provided on company time and at the discretion of management and may or may not be allowed.

Employees must receive approval of their Supervisor before they are permitted to commence their break. Breaks will not be permitted at the beginning or end of the work day to offset arrival or departure times. Employees reporting to work after their scheduled start time may at the discretion of management lose their break(s) for the day.

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Military Leave Policy

B&L is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion, or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under applicable law or this policy. If any employee believes that he or she has been subjected to discrimination in violation of this policy, the employee should immediately contact the Employee Benefits Representative responsible for the employee's division, or the Representative's supervisor if the Representative is unavailable or unable to be of assistance.

Eligibility

Employees taking part in a variety of military duties are eligible for benefits under this policy. Such military duties include leaves of absence taken by members of the uniformed services, including Reservists, National Guard members for training, periods of active military service, and funeral honors duty, as well as time spent being examined to determine fitness to perform such service. Subject to certain exceptions under the applicable laws, these benefits are generally limited to five years of leave of absence.

- **Procedures for Military Leave**

1. Unless military necessity prevents it, or is otherwise impossible or unreasonable, an employee should provide B&L with notice of the need for leave as far in advance as is reasonable under the circumstances. Written notice is preferred, but not required under the law or this policy.
2. To request a temporary or extended military leave of absence, the employee should generally obtain a Request for Leave of Absence Form from Human Resources. However, a written application is not required under the law or this policy.
3. Human Resources will review and sign the Request for Leave of Absence Form, collect any applicable insurance premiums from the employee, generate other applicable documents, and process accordingly.
4. Employees on temporary or extended military leave may, at their option, use any or all accrued paid vacation or personal leave during their absence.
5. When the employee intends to return to work, he or she must make application for reemployment to Human Resources within the application period set forth below.
6. If the employee does not return to work, the supervisor must notify Human Resources so that appropriate action may be taken.

- **Benefits**

If an employee is absent from work due to military service, benefits will continue as follows:

An employee on extended military leave may elect to continue group health insurance coverage for the employee and covered dependents under the same terms and conditions for a period not

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to exceed 31 days from the date the military leave of absence begins. The employee must pay, per pay period, the premium normally paid by the employee. After the initial 31 day period, the employee and covered dependents can continue group health insurance up to 24 months at 102% of the overall (both employer and employee) premium rate. Be sure to elect your coverage and make the required payments to the Benefits Department in a timely manner to continue your coverage.

1. The group term life/AD&D insurance provided by the Company will terminate the day the employee becomes active military.
2. The group long term disability insurance provided by the Company will terminate the day the employee becomes active military.
3. Employees do not accrue vacation, personal leave or sick leave while on military leave of absence status.
4. With respect to the Company's retirement plan, upon reemployment, employees who have taken military leave will be credited for purposes of vesting with the time spent in military service and will be treated as not having incurred a break in service. Immediately upon reemployment, the employee may, at the employee's election, make any or all employee contributions that the employee would have been eligible to make had the employee's employment not been interrupted by military service. Such contributions must be made within a period that begins with the employee's reemployment and that is not greater in duration than three times the length of the employee's military service. Employees will receive all associated company match for such contributions.
5. Voluntary supplemental life/AD&D insurance will terminate the day the employee becomes active military. Converting to an individual policy may continue voluntary dependent life insurance coverage. To exercise this conversion option, dependents must submit a written application and the first premium payment within 31 days immediately following the termination of coverage.

- **Reemployment**

Upon an employee's prompt application for reemployment (as defined below), an employee will be reinstated to employment in the following manner depending upon the employee's period of military service:

1. *Less than 91 days of military service* - (i) in a position that the employee would have attained if employment had not been interrupted by military service; or (ii) if found not qualified for such position after reasonable efforts by the Company, in the position in which the employee had been employed prior to military service.
2. *More than 90 days and less than 5 years of military service* - (i) in a position that the employee would have attained if employment had not been interrupted by military service or a position of like seniority, status and pay, the duties of which the employee is qualified to perform; or (ii) if proved not qualified after reasonable efforts by the Company, in the position the employee left, or a position of like seniority, status and pay, the duties of which the employee is qualified to perform.
3. *Employee with a service-connected disability* - if after reasonable accommodation efforts by the employer, an employee with a service-connected disability is not qualified for employment in the position he or she would have attained or in the position that he or she left, the employee will be employed in (i) any other position of similar seniority, status and pay for which the employee is qualified or could become qualified with reasonable efforts

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by the Company; or (ii) if no such position exists, in the nearest approximation consistent with the circumstances of the employee's situation.

- **Application for Reemployment**

An employee who has engaged in military service must, in order to be entitled to the reemployment rights set forth above, submit an application for reemployment according to the following schedule:

1. *If service is less than 31 days (or for the purpose of taking an examination to determine fitness for service) -* the employee must report for reemployment at the beginning of the first full regularly scheduled working period on the first calendar day following completion of service and the expiration of eight hours after a time for safe transportation back to the employee's residence.
2. *If service is for 31 days or more but less than 181 days -* the employee must submit an application for reemployment with Human Resources no later than 14 days following the completion of service.
3. *If service is over 180 days -* the employee must submit an application for reemployment with Human Resources no later than 90 days following the completion of service.
4. *If the employee is hospitalized or convalescing from a service-connected injury -* the employee must submit an application for reemployment with Human Resources no later than two years following completion of service.

- **Exceptions to Reemployment**

In addition to the employee's failure to apply for reemployment in a timely manner, an employee is not entitled to reinstatement as described above if any of the following conditions exist:

1. The Company's circumstances have so changed as to make reemployment impossible or unreasonable
2. Reemployment would pose an undue hardship upon B&L.
3. The employee's employment prior to the military service was merely for a brief, non-recurrent period and there was no reasonable expectation that the employment would have continued indefinitely or for a significant period.

The employee did not receive an honorable discharge from military service.

- **General Benefits Upon Reemployment**

Employees reemployed following military leave will receive seniority and other benefits determined by seniority that the employee had at the beginning of the military leave, plus any additional seniority and benefits the employee would have attained, with reasonable certainty, had the individual remained continuously employed. An employee's time spent on active military duty will be counted toward their eligibility for FMLA leave once they return to their job at B&L. Additionally, upon reemployment, a covered employee will not be discharged except for cause for up to one year following reemployment.

- **Documentation**

An employee's manager will, upon the employee's reapplication for employment, request that the employee provide The Company with military discharge documentation to establish the timeliness of the application for reemployment, the duration of the military service, and the honorable discharge from the military service.

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Nursing Mothers

B&L respects the needs of nursing mothers who choose to express breast milk during work time when they return to work following the birth of a child. B&L provides support by allowing reasonable time away from work for employees who are nursing mothers to express breast milk, and makes reasonable efforts to provide a private room or other location in proximity to the work area for such activity. This accommodation is available up to three years following the birth of the employee's child.

Pay Status

Break time will be unpaid.

Notice Requirements

An employee must provide advance notice to her supervisor of her intent to avail herself of this policy; it is preferable that this notice be given prior to the employee's return to work from childbirth in order to ensure that any necessary arrangements can be made in support of the nursing mother. Time away from the employee's work location should be requested in accordance with the procedures applicable to her work unit. An employee may be required to postpone scheduled break time for no more than thirty minutes if she cannot be spared from her duties until appropriate coverage arrives.

Reasonable Break Time

Reasonable break time generally will be up to 30 minutes, including walking time, no more than three times per day. However, the required duration may vary, depending on individual needs and the proximity of the designated space to the employee's work location.

Nondiscrimination

No employee who avails herself of this policy will be discriminated against as a result.

Information & Office Security

Emergency Action Plan

B&L recognizes that our people drive our business. As our most critical resource, employees are safeguarded through training, provision of appropriate work surroundings, and procedures that foster protection of health and safety. No duty, no matter what its perceived result, is more important than employee health and safety.

General Guidelines in an Emergency

Stay calm and think through your actions. Know important emergency numbers, such as:

- Fire/Police/Ambulance 911
- Your supervisor's number
- Operator 954-565-8900

Be aware of your surroundings:

- Know where stairwell and other exits are located.
- In the event of an emergency, use only stairs—do not take elevators.
- Do not hesitate to call or alert others if you believe that an emergency is occurring.

Fire Evacuation:

- Employees will be notified of a fire by either the fire alarm system or a paged announcement.
- Upon hearing the alarm, immediately evacuate the building using the closest stairwell exit—do not use the elevators or delay evacuation to gather personal belongings, finish a phone call or wait for friends. Any employee with mobility, visual, hearing or other conditions that may hinder them from becoming aware of an emergency or evacuation should disclose their condition to Human Resources at the time of hire so that special assistance can be provided should an emergency occur.
- Upon exiting the building, report to your supervisor for headcount confirmation by the Emergency Floor Leaders.
- If an employee or known guest or visitor is missing, immediately report the missing person's name to an Emergency Floor Leader who will in turn report it to the proper Company and civil authorities.

Information & Office Security

If You Discover a Fire:

- Alert other persons in the immediate hazard area.
- Activate the nearest fire alarm, call 911, call the receptionist and page an emergency announcement, if possible.
- If you have been trained to use a fire extinguisher, follow these instructions:
 - Pull the safety pin.
 - Aim the nozzle at the base of the fire.
 - Squeeze the operating lever.
 - Sweep side to side, covering the base of the fire.
 - When using a fire extinguisher, always stay between the fire and an exit—never feel that using a fire extinguisher is required, and if the fire is too hot, too smoky or you are frightened, evacuate immediately.

Medical Emergency:

- Upon discovering a medical emergency, call 911.
- Call the receptionist and page an emergency announcement, if possible.
- Stay with the ill or injured person, being careful not to come into contact with any body fluids unless properly trained and protected.
- Send one person to alert Human Resources so they can notify family members of the ill or injured person.
- Employees in the immediate vicinity of the emergency, but not involved in the emergency effort, should leave the area.

Severe Weather:

- In the event severe weather conditions occur at a time when you have not yet reported to work, you should report to work as usual unless otherwise notified, but only if you are able to do so safely.
- Management will monitor the weather—if a severe weather warning is issued, management will immediately page an announcement.
- Employees should immediately seek shelter in the main hallways or exit stairways away from all windows.

Information & Office Security

Workplace Violence:

- Any employee who feels that he or she has been threatened should immediately report the incident to their supervisor and Human Resources.
- If you observe anyone exhibiting threatening behavior or making threatening statements, warn others in the area and immediately notify Human Resources—stay away from the person exhibiting the threatening behavior.
- Depending upon the level of concern, 911 may be called immediately.
- Never attempt to confront any person exhibiting threatening behavior.
- If you have reason to believe that events in your personal life could result in acts of violence occurring at work, you are strongly urged to confidentially discuss the issue with Human Resources so that a prevention plan can be developed.

Information & Office Security

Facility Access & Visitors

B&L cares about the safety and security of its employees. In an effort to maintain the maximum safety and security possible at a minimum inconvenience to you, we have guidelines in place regarding facility access and visitors.

All visitors must check in at the reception desk. .

All visitors are to be escorted by authorized personnel at all times. Please do not allow visitors to roam the premises unattended.

Information & Office Security

General Computer Usage Policy

B&L is committed to accomplishing its business objectives in a secure and timely manner. Each employee must assist in achieving this goal while safeguarding corporate information assets. The basic regulations for using the Company computer systems are as follows:

- Computers are for business use only
- The Company may access any information created, transmitted or stored on its information systems
- Copying or downloading software of any kind is prohibited without prior permission
- Internet is for business use only—incidental and occasional personal use is permitted
- The Company provides email accounts to its employees for business use—incidental and occasional personal use is permitted
- Any email of an offensive, pornographic or otherwise inappropriate nature is prohibited—violations may result in disciplinary action
- Company proprietary information must be protected
- Instant messaging services may be provided to ease communication between employees—non-business use is prohibited

Please use the computers responsibly and contact Human Resources with any questions regarding appropriate usage.

Information & Office Security

Recording Devices Prohibited

B&L respects the privacy of its employees and strives to protect all confidential Company information.

The Company prohibits the use of any recording device on Company property or during working hours unless specifically permitted by the Company. The Company prohibits the use of picture phones or any other camera or device that may capture visual images without the Company's prior written permission. More specifically, the use of picture phones or other recording of visual images is prohibited in locker rooms, restrooms and any other area where members of the public or coworkers would expect a reasonable degree of privacy and in any areas in which sensitive or closely guarded corporate or business materials are used or housed.

Any employee found in violation of this policy will be subject to disciplinary action and may also be subject to prosecution to the fullest extent permitted under the law.

General Practices

Anti-discrimination Policy

B&L does not discriminate against anyone based on race, color, ethnicity, religion, gender, sexual orientation, disability status or any other trait that is protected under local, state or federal law. In addition, we do not allow discrimination of any kind in the workplace. We are an equal opportunity employer and also take affirmative action measures against discrimination in all aspects of employment and Company business. This policy applies not only to personnel decisions, but to all aspects of business.

We ask that you respect those around you—coworkers, customers and management alike.

Any reports of discrimination will be investigated and disciplinary measures will be taken.

General Practices

Attendance & Standard Working Hours

B&L expects that every employee will be regular and punctual in attendance. This means being in the office, ready to work, at the starting time each day. Absenteeism and tardiness place a burden on both coworkers and B&L.

Hourly employees must use the hand-punch system to clock their time in and out. Failure to use the hand-punch system may result in termination. No employee may punch in more than 5 minutes before the start of their work day. Each week hourly employees will be required to sign a certification that their hours as kept by the Company are correct.

When you are unable to work due to illness or an accident, please promptly notify your supervisor. In the event your immediate supervisor is unavailable, you must speak with a manager. Leaving a message with another staff member or on voicemail does not constitute an accepted notification of absence. If you do not report for work and B&L is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill at work or must leave the office for some other reason before the end of the workday, be sure to inform your supervisor of the situation.

You will be compensated for authorized absences according to the provisions described in this Manual. Authorized absences beyond the time allowed under that policy are authorized without compensation.

In the event of severe weather, we remain open for business during regularly scheduled working hours. You are expected to report for work in severe weather if it is at all possible to do so safely. In the event we close due to weather, someone in your work group will contact you. Please keep your work group and manager informed on how to reach you on such occasions.

If you will be absent from work during standard working hours for any reason, you must contact your supervisor as soon as possible to avoid disciplinary action.

General Practices

Background Check Policy

B&L carefully selects quality employees. Background checks help to ensure that new employees have the skills for the job and have performed well in the past.

The Company conducts background checks on all job candidates after a contingent offer of employment has been extended. A background check may also be completed during reassignment or promotion of an employee. A third-party administrator may be used to conduct the background checks, and all background checks will be compliant with applicable laws, such as the Fair Credit Reporting Act.

The information that may be collected includes, but is not limited to:

- Criminal background
- Employment history
- Education
- Professional and personal references

Criminal background checks may not be used as the sole reason for denying employment, unless it is job-related. Regardless, the Company has the right to make the final decision about employing an individual after the background check is complete.

Checking professional and personal references is an important part of the background check process. This provides the Company with information on the potential employee's work ethic, skills and performance.

Information obtained from the background check process, including information from professional and personal references, will be used by the Company only as part of the employment process and will be kept confidential by Human Resources.

A background check may also be completed during reassignment or promotion of an employee.

General Practices

Business Expense Reimbursement Policy

B&L will reimburse employees for all necessary and reasonable travel expenses related to the normal conduct of business. All travel must be authorized by B&L before reimbursement will occur. To administer uniform guidelines for reimbursement of business-related travel, meals and entertainment expenses, the following policies and procedures have been established. While this policy provides many answers and useful guidance, it cannot address every possible situation. If you have any questions regarding the business nature or reimbursement of such expenses, check with your supervisor before you commit to spending any funds. The most useful guide to cost-effective business travel is to spend money as if it were your own.

Auto Allowance and Mileage

Employees receive reimbursement for direct business mileage if the employee uses a personal automobile. Employees who are required to travel in a vehicle must check with management to determine if a company vehicle is available. Employees who are authorized to use a personal motor vehicle for business will be reimbursed at the current IRS standard rate.

Car Rentals

B&L suggests the use of mid-size vehicles unless a larger vehicle is necessary and justifiable for business purposes. Collision and liability insurance coverage should not be purchased when renting a car for domestic business purposes.

Air Travel

Reservations for all domestic air travel can be made by the employee either online or directly with the various airlines. It is expected that employees make every effort to minimize the cost of air travel, including considering Saturday night stays or departures out of airports. All trips involving a Saturday night stay must be pre-approved by the employee's manager.

Spousal Travel

Travel expenses related to an employee's spouse are not reimbursable by the Company.

Lodging

The selection of overnight lodging should be guided by considerations of safety, quality and reasonableness of room rates. Again, the most useful guide to cost effective accommodations is to spend money as if it were your own. When rooms are guaranteed for late arrival and the trip is cancelled or other lodging is secured, the reservation must be cancelled to avoid being billed for a "no show." Hotels may require either a 24- or 48-hour cancellation notice to avoid these charges. The cost of in-room movies is not reimbursable.

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Business Meals

Employees will be reimbursed for reasonable and actual expenses for meals incurred while on business trips away from their normal business hours. All original receipts must be included with the employee's travel and expense report. Any employee expense report received without the receipts will be returned to the employee.

Business meals are reimbursable expenses for new employee orientations, major anniversaries (e.g., 5, 10, 15 years of service, etc.), training sessions, meals with prospective new hires and department or team lunch meetings where business is conducted. Lunches for department or team meetings should be reasonable, both in terms of cost and frequency. The guideline for reimbursement of tips on business meals is 15 percent.

Company Cell Phone

Employees will not be reimbursed for the expense of a non-Company cell phone. Employees who need a cell phone for work-related purposes will be issued a Company cell phone.

Submittal of Monthly Expense Report Forms

It is the employee's responsibility to prepare and submit a Monthly Expense Report to receive reimbursement for business-related expenses. Expense Reports should be submitted on at least a monthly basis to ensure proper matching of expenses with the appropriate accounting period.

For business-related meals and entertainment expenses to be deductible, IRS regulations require that the amount and date of expense, specific business purpose, name, title and company of people entertained, and name and location of the establishment where the event took place and time of the business discussion (i.e., before, during or after the event) and entertainment be documented on the expense form.

All claimed expenses must have a receipt. All Monthly Expense Report forms must be signed by the employee and approved by his or her supervisor before being submitted to Accounts Payable for processing.

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Company Car Policy

B&L provides vehicles for business use and provides reimbursement for business use of personal vehicles according to the following guidelines. B&L retains the right to amend or terminate this Policy at any time.

1. B&L employees may not drive any business vehicles without prior approval. Before being approved to operate a Company vehicle, an employee's driving records will be reviewed, with consent of the employee, and the existence of a valid driver's license will be verified. Employees approved to drive on Company business are required to inform B&L of any changes that may affect their legal or physical ability to drive or their continued insurability.
2. Employees holding jobs requiring regular driving for business as an essential job function must, as a condition of employment, be able to meet the driver approval standards of this Policy at all times. For all other jobs, driving is considered only an incidental function of the position.
3. If possible, Company vehicles will be permanently assigned to departments that have demonstrated a continued need for them. Additional vehicles are maintained in a motor pool for use by individual employees, as needed.
4. Employees who need transportation in the course of their normal work may be assigned a Company vehicle for their use. All other employees needing transportation for Company business may use vehicles assigned to their department or drawn from the motor pool. As a last resort, when no Company vehicles are available, employees may use their own vehicles for business purposes with prior approval.
5. Employees who drive a vehicle on Company business must, in addition to meeting the approval requirements above, exercise due diligence to drive safely and maintain the security of the vehicle and its contents. Employees are also responsible for any driving infractions or fines that occur as a result of their driving.
6. Employees who use their personal vehicles for approved business purposes will receive a mileage allowance equal to the Internal Revenue Service optional mileage allowance for such usage. This allowance is to compensate for the cost of gasoline, oil, depreciation and insurance. Employees who operate personal vehicles for Company business should obtain auto liability coverage for bodily injury and property damage with a special endorsement for business use, when necessary as determined by their personal insurance agent.
7. Employees must report any theft or malicious damage involving a Company vehicle, regardless of the extent of the damage. Such reports must be made as soon as possible but no later than 48 hours after the incident. However, employees should make no voluntary statement other than in reply to questions of investigating officers.
8. Employees who are on call on a 24-hour basis may be allowed to take a Company vehicle home so they can respond as soon as possible. Such employees must provide a written

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acknowledgement that they fully understand that the vehicle is only to be used as part of emergency response and is not intended for personal use.

Employees are not permitted, under any circumstances, to operate a Company vehicle or a personal vehicle for Company business when any physical or mental impairment causes the employee to be unable to drive safely. Additionally, employees shall not operate any Company vehicle at any time, or operate any personal vehicle for Company business while using or consuming alcohol, illegal drugs or prescription medications that may affect their ability to drive. These prohibitions include circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication or intoxication.

General Practices

Company Credit Card Policy

B&L may offer Company credit or gas cards for employees who travel frequently for their duties, purchase large volumes of goods for use by the Company or incur frequent business expenses that can be paid by credit card.

As a general rule, corporate credit cards cannot be used to obtain cash advances, bank checks or electronic cash transfers for anything other than the expenses incurred by the employee whose name appears on the credit card. The card is not to be used for personal expenses of the employee, either.

- Misuse of a Company credit card will result in cancellation of the card. If the card is used for personal expenses, B&L has the right to recover these expenses from the cardholder. All employee cardholders will be required to sign an agreement authorizing B&L to recover any amounts that are incurred for personal reasons out of their salaries.
- If a credit card holder does not follow this Policy, his or her card will be cancelled.

Lost or stolen Company credit cards must be reported to management immediately.

General Practices

Confidential Information & Company Property

During your employment at B&L, you may have access to confidential and proprietary data, which is not known by competitors or within the Company's field of business generally. This information (hereinafter referred to as "Confidential Information") includes, but is not limited to: data relating to the Company's marketing and servicing programs; procedures and techniques; the criteria and formula used by the Company in pricing its products and services; the structure and pricing of special packages that the Company has negotiated; lists of customers and prospects; the identity, authority and responsibilities of key contacts at Company accounts; the composition and organization of accounts' businesses; the peculiar risks inherent in their operations; sensitive details concerning the structure, conditions, and extent of their existing products and services; contract expiration dates; commission rates; service arrangements; proprietary software, Web applications and analysis tools; and other data showing the particularized requirements and preferences of the accounts. This Confidential Information is a valuable asset of the Company, developed over a long period of time and at substantial expense.

To protect the Company's interest in this valuable asset, you must (a) not use any such Confidential Information for your personal benefit or for the benefit of any person or entity other than the Company, and (b) use your best efforts to limit access to such Confidential Information to those who have a need to know it for the business purposes of the Company. In addition, you should minimize those occasions on which you take documents, computer disks or a laptop containing such Confidential Information outside the office. On those occasions where it is necessary, consistent with the best interests of the Company and doing your job effectively, to take documents, computer disk or a laptop containing Confidential Information outside the office, all appropriate precautionary and security measures should be taken to protect the confidentiality of the information.

During the course of your employment with the Company, you will be provided with and will generate correspondence, memoranda, literature, reports, summaries, manuals, proposals, contracts, customer lists, prospect lists, and other documents and data concerning the business of the Company. Any and all such records and data, whether maintained in hard copy or on a computer or other medium, is the property of the Company, regardless of whether it is or contains Confidential Information. Upon termination of your employment at the Company, you are required to return all such records to the Company and may not retain any copy of such records or make any notes regarding such records. We reserve the right to search for such information and property in personal items while on Company premises such as vehicles, purses, briefcases, etc.

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Conflicts of Interest

All employees have a duty to further the Company's aims and goals, and to work on behalf of its best interests. Employees should not place themselves in a position where their actions or personal interests may be in conflict with those of B&L. Examples include: soliciting or profiting from the Company's client or prospect base or other Company asset for personal gain; acting on behalf of B & L in servicing or obtaining a client, and limiting the best solution for the client or prospect for personal financial gain; and acting as director, officer, employee or otherwise for any business or institution with which B & L has a competitive or significant business relationship without the written approval of the chief executive officer.

Employees should report to their manager any situation or position (including outside employment by an employee or any member of an employee's immediate household) which may create a conflict of interest with B&L.

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Customer Complaint Policy

This Customer Complaint Policy aims to not only provide a framework for employees to work with when handling complaints from customers, but also to ensure consistency within B&L in handling and resolving complaints from customers. Addressing customer complaints helps the Company in following through on our commitment to provide quality products, services and customer service.

B&L defines the term “complaint” as any expression of dissatisfaction or grievance made by a customer or member of the public about any product or service, not including a request for information.

B&L’s customer service representatives will provide reasonable information and assistance to customers to ensure that complaints are made effectively. Complaints may be made in any of the following ways:

- All complaints regarding the provision of transportation services or driver behavior should be referred to Customer Service Manager at extension 5578 or input into the dispatch software.
- All complaints regarding call center activities should be referred to Call Center Manager.

Complaints will be processed in a timely and efficient manner. Continuous improvement and training will be used to confirm complaints are resolved promptly and courteously. Managing our customers’ expectations realistically is our goal. This involves the careful examination of each complaint and the provision of a resolution offered on the basis of that analysis.

Complaints will be recorded and analyzed to ensure that our complaint management processes comply with this Policy. Trends will be identified, and feedback will be provided to the relevant departments to improve current processes.

Our mission is to resolve customer complaints immediately, rather than delaying the resolution. When necessary, customers will be kept informed of the progress of their complaint and the Company’s internal escalation process.

When a customer has exhausted his or her avenues for addressing the complaint within the Company or finds those avenues unacceptable, he or she can be advised to speak to John Camillo, President. If there is an issue with the provision of taxicab services, the customer can be referred to Broward County Permitting, Licensing and Consumer Protection Division, 1 North University Drive, Plantation, FL 33324; <https://www.broward.org/ReportAComplaint/Pages/Default.aspx> .

General Practices

Dress Code (General)

B&L believes that your pride in both yourself and the Company is reflected in your appearance and in the image you create. We feel that our business image is important and, therefore, request that our employees maintain standards of dress and appearance appropriate to both the organization as a whole and your individual position responsibilities. Dress, grooming, personal cleanliness and professional behavior standards contribute to the professional image we strive to present to our customers and visitors. Therefore, while performing duties for the Company, employees are expected to dress in attire appropriate to the business environment and to behave in a professional manner at all times to best represent our business.

Guidelines

Our formal dress guidelines now, however, include a more relaxed dress or “Business Appropriate” dress, which we feel is in the best interest of B&L, our employees and our clients (please see below for detail).

Employees may dress according to the requirements of their position.

Appropriate Attire and Appearance Guidelines

- For men, relaxed business attire includes dress or sport shirts with collars or ties, polo shirts, tailored slacks, khakis or chinos, dress corduroy slacks and business shoes with socks.
- For women, relaxed business attire includes dress shirts, polo shirts, blouses, sweaters, traditional split skirts, casual dresses, skort outfits, tailored slacks, khakis or chinos, dress corduroy slacks or stirrup pants of dress slack material and business shoes (heels, flats or other casual shoes) with socks or nylons with skirts, dresses or skorts.

Inappropriate Attire and Appearance Guidelines

- Blue jean clothing of any color or style, casual shorts, leggings, jogging suits or sweat suits and socks
- Sweatshirts, T-shirts, tank tops or oversized shirts
- Sundresses, tank tops, capri pants (or pedal pushers) or other trendy wear including exceptionally short dresses or skirts and crop tops
- Clothing made of fleece, flannel, leather or spandex
- Any clothing item displaying an offensive comment or graphic illustration or logo clothing including sport teams, cartoon characters, etc., unless otherwise specified.
- Jewelry (or other objects of personal expression, such as visible tattoos) that is distracting, large or represents an unprofessional image as determined by B & L such as large chains, facial jewelry, nose rings, etc.

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- Dirty, ragged, ungroomed, sexually provocative, revealing or see-through clothing or appearance
- Any other attire or appearance B & L deemed to be inappropriate in the business environment

If an employee is unclear about dress and appearance guidelines, he or she is encouraged to consult with Human Resources. If an employee reports to work in questionable attire or appearance, a notification and discussion will occur with the employee to advise and counsel him or her regarding the inappropriateness of the attire. Depending upon the circumstance, the employee may also be sent home with directions to return to work in proper attire. It is expected that any work time lost will be made up by the employee. Continued or frequent departures from these guidelines will not be permitted, and employees who appear for work inappropriately dressed or groomed repeatedly will be subject to disciplinary action.

The above list is not inclusive, and management reserves the right to determine the appropriateness of any clothing item. If you are unsure about something, either inquire before wearing it to work or do not wear it at all. Employees who report to work inappropriately attired will be asked to leave work to change clothes and will be required to use personal time or vacation time to do so.

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Driving While on Company Business

Driver inattention plays a role in many motor vehicle accidents. We are not only concerned about your welfare as a B&L employee, but also the welfare of others who could be put in harm's way.

As a driver, your first responsibility is to pay attention to the road. When driving on B&L business or driving while conducting business on behalf of the Company in any other capacity, the following applies:

Cellphone Use

Cellular phone use while driving is a common, often harmful, distraction. We are concerned about your safety as well as the safety of others. For this reason, the use of cell phones while driving is strongly discouraged. Do not accept or place calls unless it is an emergency, meaning the call cannot wait until you safely pull off the road or until you arrive at your destination. If you must use your cell phone while driving, please use good judgment: keep the call short, use a hands-free device, get to know your phone and its features, and suspend conversations during hazardous driving conditions (rain, snow, ice, fog, glare, heavy traffic, etc.).

Obey the Law

B&L is not responsible for any moving traffic violations, parking tickets or any other city ordinances or state or federal laws regarding your driving habits and operation and care of your personal motor vehicle. Any tickets issued are the employee's responsibility, even if the ticket is issued while conducting business for B & L.

Other Safe Driving Precautions

- Use your best judgment when road conditions are poor. Limit or avoid driving when rain or snow threatens your safety.
- Make an effort to avoid distractions such as eating, applying makeup, paying too much attention to your radio or CD player, etc.
- Do not drive if your ability to drive safely is impaired by the influence of medications.
- Laptop computers should never be used at any time while driving.
- Be sure to properly adjust the mirrors and familiarize yourself with the vehicle's controls before operating.
- Be concerned for your coworkers' safety. Ask them to call you back at a safer time if they call you while they are driving.

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As a business against drunk driving, be responsible when entertaining clients. Abide by the law and use a designated driver or the Businesses Against Drunk Driving program for transportation if you are under the influence of alcohol.

Employees who drive for company business must have a current, valid driver's license.

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Educational Assistance Program

B&L is committed to developing and maintaining a high-performance workforce, and encourages its employees to continue to develop the knowledge and skills necessary to succeed in their jobs and provide optimum service to customers. For these reasons, the Company maintains an educational assistance program for those employees who wish to further their education.

The Educational Assistance Program provides financial assistance for approved courses, continuing education credits, certifications and licensing to support employees' development of skills and knowledge that will be of mutual benefit to both the employee and the Company.

To participate in the program, individuals must be active full-time employees. All educational opportunities must be approved in advance by the employee's manager.

Approved job-related expenses for tuition, training, course registration and exam fees will be reimbursed 100 percent. The limit for reimbursement is \$2,500 per calendar year unless otherwise approved by John Camillo, and reimbursements will be made after successful completion. Approved job-related courses are those that involve subjects that will benefit the employee in executing present job responsibilities, or where it is part of an individual's planned development or advancement within the Company. Non-position related courses are not covered.

Reimbursement for non-position related courses as part of a degree program may or may not be covered, depending upon whether or not the degree is relevant to the individual's current position or is part of the individual's planned development or advancement within the Company. Approved courses taken in conjunction with a degree program must be through accredited colleges or universities.

Designations or certification programs qualify for reimbursement where it is relevant to the employee's position and where there is mutual benefit to the individual and the Company in terms of enhancing the employee's job performance, capabilities and credentials. Examples include:

- Continuing education courses required for the employee to retain a relevant license or certification.
- Additional education courses that will enhance the employee's position within the Company. For example, garage mechanics are encouraged to obtain ASE certifications, and body shop mechanics are encouraged to obtain ICAR certifications.

If an employee voluntarily terminates employment at any time within 18 months of receiving reimbursement under this program, except for the costs related to continuing education credits, the employee is obligated to repay the Company all or part of the education assistance he or she received as reimbursement for expenses incurred. Repayment is required in the amount of one-eighteenth for each of the eighteen or fewer months remaining between reimbursement and termination. For example, an employee who terminates six months after receiving tuition assistance is forgiven six-eighteenths or one-third of all expenses reimbursed, but is required to repay the balance. The employee agrees that any balance owed to the Company can be withheld from their

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final pay given their prior written permission, or will be paid immediately upon termination by the employee. Repayment is not required if the employee is terminated by B&L for any reason other than cause.

Courses or training received under this program should normally be held outside of working hours. The Company reserves the right to be selective in approving educational assistance, closely linking employees' jobs, Company budget and the specific training being pursued. Initial approval of education continuance does not obligate the Company to approve future courses. Reimbursement is contingent upon continued employment beyond course completion and may be treated as taxable income in accordance with the Internal Revenue Service regulations. This program does not include costs associated with seminars or courses where attendance is required.

If financial assistance is being received from other sources (such as any state, federal, military or private assistance), only the difference between the total cost of the course and the amount of the assistance will be considered reimbursable under this program. Employee reimbursement upon satisfactory completion of the approved course or training will be the method of assistance provided; however, in the case of certification programs, where the full certification cost is required up-front, the Company may consider direct payment of some or all portions prior to the start of the training. The Company has the discretion to deny approval due to business needs, including the need to work flexible or longer hours, or where employee performance has been or could become unsatisfactory.

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Employee Classification

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA).

The definitions of the worker classification categories can be summarized as follows:

Exempt—Management, supervisory, professional, sales or administrative employees whose positions meet FLSA standards, are exempt from overtime pay requirements.

Non-exempt—Employees whose positions do not meet the FLSA exemption standards are paid overtime. Employees classified as non-exempt generally work in non-supervisory, non-professional or non-administrative capacities. Overtime work, however, is prohibited without specific supervisor authorization.

In addition, each employee's status is defined as one of the following:

Full-time - Employees who work a minimum of 29 hours per week are considered to be full-time. Such full-time employees are eligible for benefits after applicable requirements for length of service have been met. Full-time employee status for employees subject to Broward County's Living Wage Ordinance will meet the Ordinance's requirements.

B&L supplements its regular work force with temporary or part-time employees to help compensate for workload, employee absences or other situations. Management will determine which positions are permanent part-time and which are considered temporary or seasonal.

Part-time – Unless otherwise required by Broward County's Living Wage Ordinance, employees who work less than 29 hours per week are considered to be part-time. Employees who work 29 hours or less per week, or who work on a temporary project basis, will receive all legally mandated benefits (such as workers' compensation and Social Security benefits), but are ineligible for other benefit programs.

Temporary - Temporary employees are those engaged to work either part-time or full-time on B & L's payroll, but have been hired with the understanding that their employment will be terminated no later than upon their completion of a specific assignment. This category includes interns and co-op students. Such employees may be either "exempt" or "non-exempt" but are not eligible for benefits except as mandated by law.

Independent contractors - Consultants, freelancers or independent contractors are not employees of B&L. The distinction between employees and independent contractors is important because employees may be entitled to participate in the Company's benefits programs, while independent contractors are not. In addition, B&L is not required to withhold income taxes, withhold and pay Social Security and Medicare taxes or pay unemployment tax on payments made to an independent contractor.

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Employee Fraternalization Policy

B&L wants to preserve a working environment that has clear boundaries between personal and professional relationships. This is believed to be the best practice for conducting business in a professional manner. This policy establishes clear boundaries with regard to how relationships develop at work and within the confines of the work area.

- During working hours and in work areas, employees of B&L are expected to keep all personal interactions limited and at a professional level to avoid distracting or offending others.
- Employees are prohibited from engaging in any physical interactions that would be seen as inappropriate in the work area. What constitutes inappropriate conduct is in the discretion of the Company.
- Employees who engage in personal relationships with others and allow these relationships to negatively affect the working environment will be subject to disciplinary action. If said employees fail to change their behavior after disciplinary action takes place, they may be subject to termination.

Romantic relationships between supervising, managing or executive employees and subordinates are strictly prohibited. If a relationship does develop between a supervising employee and his or her subordinate, management should be notified immediately so that a department transfer may be considered.

General Practices

Employee Discount Policy

B&L offers a discount to its employees. The employee discount is one of the benefits of being employed at B&L. Employees are entitled to mechanical and body shop work on their personal vehicles at a discounted rate. Both labor and parts will be discounted. This discount policy also extends to spouses.

General Practices

Employee Referral Bonus Policy

An award has been established to encourage our present staff to refer quality people to our organization. If the referral is hired, the staff member that submitted the referral will receive a \$75 award. In order to qualify for the award program, a current employee should provide the referral for either a posted position or as a general referral. Following are the guidelines to this program:

- Any recommendation should be routed to Human Resources regardless of posting. Recommendations will be kept open for 12 months. In the event that two people refer the same individual, Human Resources will review the situation to determine who qualifies to receive the award.
- Referral candidate cannot already have been recommended through a recruiter.

This policy does not apply to anyone who has a recruitment, hiring or supervisory role or who has President or Executive Vice President status within the Company.

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Employment of Relatives Policy

Members of your immediate family will be considered for employment on the basis of their qualifications. Your immediate family may not be hired, however, if it would:

- Create a direct supervisor-subordinate relationship with a family member
- Have the potential for creating an adverse effect on work performance
- Create either an actual conflict of interest or the appearance of a conflict of interest

This policy must be considered when hiring, assigning or promoting an employee.

If a circumstance arises that results in a direct supervisory relationship between immediate family or close personal relatives including marriage, reduction in force, reorganization, priority placement, etc.), one of the relatives may be reassigned to an appropriate vacancy. During the period that a direct supervisory relationship exists between immediate family members or close personal relatives, the supervisory relative will not be involved in any personnel action involving his or her relative. Typical first-level supervisory responsibilities will be referred to the next higher level in the supervisory chain.

For purposes of this policy, your immediate family includes your mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchild, stepparent, grandchild or grandparent. This policy also applies to close personal relatives such as uncles, aunts, first cousins, nephews, nieces or half-siblings.

Questions should be directed to your supervisor.

General Practices

Improper Payments & Gifts Policy

We prohibit the solicitation, acceptance, offer or payment to any person or organization of any bribe, kickback or similar consideration, including money, services, goods or favors (other than goods or favors which are nominal in amount and not prohibited by any federal, state or local law). Do not accept or give gifts, gratuities, entertainment or favors of such value or significance that their receipt might reasonably be expected to interfere with the exercise of independent and objective judgment in making or participating in the business decisions of B & L or the party with whom the Company is dealing.

General Practices

Injury & Illness Reporting Policy

B&L is committed to establishing and maintaining a comfortable and safe working environment for all employees.

Safety is often taken for granted in an office environment. Though we may not be exposed to the same degree of risk as employees of a typical manufacturing firm or health care facility are, we should still recognize that safety risks are present and take steps to reduce the risk of injury or illness. Safety is everyone's responsibility.

All work-related injuries and illnesses should be reported immediately to Human Resources, even if you are not sure whether they are truly work-related. Even small, seemingly insignificant, injuries left untreated can result in serious conditions.

Human Resources will complete an Accident Report. When injuries are reported immediately, they will quickly be investigated, and corrective action will be taken to prevent more injuries.

If you see any potential hazards that need attention, notify Human Resources immediately.

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Media Relations Policy

The Company is committed to providing the media with accurate information. To avoid discrepancies, specific guidelines should be followed when a media inquiry is received.

All media inquiries regarding the Company and its operation must be immediately referred to John Camillo, President, who is authorized to make or approve public statements regarding company business. You are not authorized to make those statements. If you wish to write or publish an article, paper or other publication on behalf of the Company, you must first obtain approval.

The Company will generally provide a response to media inquiries within 24 hours. Should the response require a detailed technical explanation, a spokesperson will be designated to address the issue. The spokesperson will be chosen carefully based on their area(s) of expertise.

Media inquiries include, but are not limited to, the following:

- Press releases
- Advertisements
- Requests for interviews
- Information on:
 - Management changes
 - Financial data
 - Working conditions
 - Wages

Please contact John Camillo with any questions or concerns you have regarding the Media Relations Policy.

General Practices

Online Social Networking Policy

B&L is committed to maintaining a good relationship with its employees and the marketplace. The way the public views B & L is vital to maintaining business, gaining new business, retaining first-class employees, recruiting new employees and marketing our products and services.

While B & L has no intention of controlling employee actions outside of work, employees should practice caution and use discretion when posting content on the Web. Employees have the right to use social media for personal expression on their own time, and B&L will not violate employee privacy by attempting to access content that has not been made available publicly. This policy serves as a notice on the practice of social networking for all employees to read and understand. As more concerns develop and legislation is released, this policy is subject to change.

The purpose of this policy is to:

- guarantee a constructive relationship between the Company and its employees
- manage risk and preserve B & L's positive reputation
- discourage the use of company time for personal social media activities
- promote awareness among employees of the number of individuals who can access information presented on social networking sites

Definitions

Social networking and *social media* refer to any activity that involves interaction in online communities. This interaction includes, but is not limited to, browsing profiles and photos, reading messages sent through social networking forums and participating in instant messaging services.

A *social networking site* is any website that links individuals electronically and provides a forum where users can connect and share information. These websites can be tailored to specific interests or to certain types of users. Examples of popular social networking sites include Facebook, Twitter, MySpace, Flickr, Friendster, Classmates.com, LinkedIn, Xanga and Bebo. The list of social networking sites is constantly growing and changing because of the nature of the Web.

A *social networking profile* is a user's personalized page within a specific social networking site, usually containing personal information such as name, birthday, photo and interests.

Micro-blogging is the practice of publishing your recent whereabouts, thoughts or activities on a social networking site for other users to see. While not all social networking sites use micro-blogging, this is a primary focus of sites such as Twitter and Facebook.

Business purposes is considered using a social networking site for the Company's gain, usually as a task or assignment given by a manager or supervisor. This must be done through a specific company account.

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The term *Working Hours* includes any time employees are being paid to conduct company business. Standard working hours are as determined by a supervisor. This timeframe may vary based on job type and responsibilities.

It is important that employees use their time while at work to conduct Company business. Employees are not blocked from access to social networking sites on B&L computers because, under some circumstances, social networking is a powerful business tool that can be channeled to gain positive publicity for the Company and to connect with clients. However, access to such websites does not mean they can be used at any time. The following actions are prohibited during working hours:

- Using social networking sites to conduct personal or non-Company business
- Browsing social networking sites for non-Company business on Company time
- Reading email alerts regarding personal social networking account activity or using email to correspond with personal social networking contacts
- Updating information, uploading photos or otherwise engaging with one's personal social networking profile for non-business purposes
- Micro-blogging for a non-business purpose on a social networking site throughout the day, whether it is on a Company-provided computer or a personal smart phone device

Procedures

Prohibited Use

It is important that employees use their time at work for business purposes. Employees are not blocked from access to social networking sites on B&L computers because, under some circumstances, social networking is a powerful business tool that can be channeled to gain positive publicity for the company and to connect with clients. However, access to such websites should follow Company policy. The following actions are prohibited during working hours:

- Using social networking sites to conduct personal or non-company business with a company computer or device.
- Browsing social networking sites for non-Company business on company time with a Company computer or device.
- Reading email alerts regarding personal social networking account activity or using B&L email to correspond with personal social networking contacts.
- Updating information, uploading photos or otherwise engaging with one's personal social networking profile for non-business purposes with a Company computer or device.
- Micro-blogging for a non-business purpose on a social networking site throughout the day, whether it is on a company-provided computer or a personal smart phone device.

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Prohibited Conduct

Having your own individual social networking account and using it on your own time is certainly permissible. However, keep in mind that some actions on your personal site are visible for the entire social networking community and may no longer be considered private matters. B & L has put in place a set of conduct guidelines to protect its brand and prevent the unwanted disclosure of confidential information. Please follow these guidelines:

- Do not use micro-blogging features to disclose trade secrets, publish internal reports, provide tips based on inside information or participate in other activities that may be considered insider trading.
- We urge you to consider resolving workplace grievances internally. If you choose to address a grievance using social media, refrain from posting comments and materials that could be viewed as malicious, obscene, threatening, intimidating, or that could create a hostile environment on the basis of race, sex, disability, religion or any other status protected by law.
- Refrain from posting any opprobrious, reckless or maliciously untrue comments. These communications may not be protected by law.
- Do not impersonate B&L or its employees.
- Do not make statements on behalf of B&L without authorization, or make statements that can be construed as establishing B&L's official position or policy on any particular issue.

As stated above, the purpose of this policy is to protect B&L's brand and prevent the disclosure of confidential information. It is not B&L's intent to interfere with its employees' legal rights. Whenever state or federal law, govern an area of social media participation, B&L policies should be interpreted as to comply with them.

General Practices

Open Door Policy

To foster an environment where employees and management feel comfortable communicating with and voicing concerns to one another, the Company uses an Open Door Policy. Basically, this policy means that all of the managers' doors are open to all of the employees, and employees are free to talk with management at any time. Please consider the following in regard to this policy:

You are responsible for addressing concerns with a manager, from complaints to suggestions and observations. Addressing these concerns allows the Company to improve and explain practices, processes and decisions.

We recommend that you first discuss concerns with your immediate supervisor, but the Open Door Policy also gives you the option of discussing them with higher management and/or Human Resources. All of these parties will be willing to listen to the issue and assist in a resolution.

General Practices

Orientation Period

For all employees hired by B&L, the first 30 days of employment are considered to be an orientation period. During this time, the employee will undergo training and orientation as directed by the employee's supervisor. The employee's supervisor will also monitor the employee's performance during this time period.

During the first 30 days of employment, the employee is encouraged and expected to ask questions concerning his or her job responsibilities, and to determine if he or she is satisfied with the position. If the employee's job performance is found to be unsatisfactory by his or her supervisor at any time during the first 90 days of employment, the employment will be terminated.

All new employees will receive a confidential performance evaluation from their supervisor at the end of the orientation period. At that time, the employee will be eligible for employee benefits.

General Practices

Overtime Pay

B&L shall compensate all hourly, non-exempt employees one-and-a-half times their regular pay for all hours worked in excess of 40 hours each week. The work week begins on Monday morning (12:01 a.m.) and ends on Sunday at midnight (12:00 a.m.).

At times, employees will be asked to work overtime to complete necessary work tasks. The employee's supervisor will notify the employee as early as possible regarding scheduling needs.

If an employee would like to work overtime hours, he or she must receive prior authorization from his or her supervisor in writing before working the overtime hours.

General Practices

Pay Periods & Check Distribution

Employees will be paid on a weekly basis on each Friday of the week. Employees will either be paid through direct deposit or through a Debit Card system.

Employees will be provided an electronic weekly voucher indicating the employee's pay. Employees who do not have an email address may log in to B&L's intranet and obtain a statement.

General Practices

Performance Evaluation Policy

B&L is committed to providing you with feedback, both formal and informal, about your performance on the job. Managers and supervisors are responsible for providing ongoing performance feedback to each employee. In addition, your manager or supervisor may formally discuss and document your performance on a regular basis (generally annually). In some business units, an initial performance review may be conducted within three to six months after an employee is hired or transfers to a new position.

Your performance appraisal discussion will review your strengths and identify any areas needing improvement, and goals and objectives that need to be achieved. Specific performance problems may be addressed outside the performance appraisal cycle through either informal discussions or formal disciplinary action. Formal performance feedback becomes a permanent part of your personnel file.

Please contact Human Resources if you feel that an evaluation is due to you or would be helpful to you.

General Practices

Personnel Records Policy

B&L strives to keep accurate and up-to-date personnel records.

Employee personnel files may include the following:

- Job application
- Position description
- Résumé
- Records of participation in training events
- Results of an employee background check
- Results of job reference checks
- Results of drug testing
- Salary history
- Records of disciplinary action
- Documents related to employee performance reviews, coaching and mentoring

In order to ensure the accuracy of your personnel records, please notify us immediately of the following changes:

- Name
- Address
- Telephone number
- Marital status
- Dependent status
- Tax status

Personnel records are kept highly confidential and are not available to anyone outside of the Company unless you have personally authorized the release, or the release is to an authorized governmental agency or the release is required by law. To obtain access to your records, contact Human Resources.

General Practices

Phone Call Policy

B&L provides phones to employees to increase efficiency in doing business. There are important things to consider when using Company phones. Please adhere to the following guidelines, based on the type of call you are making or receiving:

- Business phone calls - Much of our business is conducted over the phone, making our telephone techniques extremely important. A friendly but businesslike telephone manner should always be projected. When you are away from your work area, make a habit of forwarding your calls to the appropriate extension.
- Personal phone calls - We recognize that periodically, personal phone calls must be made or received during the business hours. Such calls should be held at a minimum so that they do not interfere with the workflow.
- Personal cellphone calls - In order to provide an optimum work environment, employees are expected to have cellphones turned off during work hours. Ringing cellphones are a distraction to coworkers and can interfere with productivity. Cellphones should only be used during breaks, lunches and outside of the office. Flexibility will be provided in circumstances demanding immediate or emergency attention.
- Voicemail - Company telephones are also equipped with voicemail. Voicemail was installed to help maintain our high quality of service for clients and to increase efficiency throughout the office. Voicemail will be an option to the caller; the call will not be put directly through to voicemail. It is recommended that employee greetings be changed daily. They should be brief and communicate your availability to clients.

Please contact Human Resources with questions about our Phone Call Policy.

General Practices

Safety Policy

B&L wants to ensure that our employees remain safe and injury-free at all times. The Company intends to comply with all applicable safety laws. In order to guarantee that accidents are avoided whenever possible, we expect our employees to refrain from horseplay, careless behavior and negligent actions. It is the Company's policy to maintain a safe and secure working environment for all employees and clients.

While working, employees must observe safety precautions for their safety and for the safety of others. All work areas must be kept clean and free of clutter and debris. Any hazards or potentially dangerous conditions must be corrected immediately or reported to a supervisor.

If you are involved in an accident, you must comply with the following procedure:

- Report the accident to your supervisor or to Human Resources immediately
- Obtain the necessary medical treatment
- Fill out an Accident Report, regardless of the severity of the injury
- If you must seek additional medical treatment, obtain consent to leave the premises from your supervisor before doing so

Employees who fail to comply with this procedure are subject to disciplinary action.

General Practices

Severe Weather Policy

Unless you are informed otherwise, always assume that B&L is open for business during normal hours. Use common sense and your best judgment, however, when traveling to work in severe weather.

Some types of severe weather include blizzards, hurricanes and tornadoes.

If the Company is not going to open for the day, you will either be emailed or the information will appear on the Company's website. If this happens, you will be compensated for your entire work day.

If you arrive at work after the scheduled opening time, that time is charged to you as either (1) personal/sick time, (2) vacation time, or (3) unpaid time, in that order. You should always use your discretion in getting to work. B&L attempts to accommodate individual situations by allowing the use of personal/sick time and vacation time in these situations.

When potentially dangerous weather develops during the day and a decision is made by management to close, you will be compensated as if you had worked all of your regularly scheduled hours for that day. If you elect to leave prior to a decision being made by the Company to close early, you will be required to use accrued time to account for your absence.

General Practices

Smoke-free Environment Policy

B&L is a smoke-free environment. Smoking is not permitted at any time in Company work areas, vehicles, or in client work areas or vehicles.

If smoking is allowed outside of the building, smokers should be considerate of colleagues, customers and members of the public. Help to maintain a clean entryway by depositing cigarettes in appropriate containers and staying far enough away from doors so that smoke does not blow into the building.

Employees who smoke must observe the same guidelines as non-smokers for the frequency and length of break periods.

General Practices

Social Functions Policy

At times, social events will be hosted by B&L for employees to attend. These events may take place due to the hiring or promotion of an employee, or for other reasons.

Some events will be celebrated with a group luncheon, arranged by management. Other events (such as employee birthdays or service anniversaries) will be recognized with a card or gift from Human Resources. At times, the Company may also host parties or social gatherings outside of working hours. These events may take place to celebrate holidays or company successes, or for many other reasons.

At all Company social functions, employees are responsible for behaving in a professional manner. While alcohol may be served, employees should refrain from becoming intoxicated in order to avoid disruptive behavior.

Even at social functions, employees must remember that they are representing the Company and need to ensure that they are upholding the Company's positive reputation at all times.

General Practices

Solicitations, Distributions & Use of Bulletin Boards

Understanding that employees may occasionally wish to communicate with their coworkers to advertise personal items for sale or to participate in fundraisers for non-profit organizations, children's schools and other non-work events, we allow use of lunch rooms and electronic bulletin boards to distribute such information. You may access the electronic bulletin board at <http://YELLOWINTRA.BLSERVICEINC.COM>. Management reserves the right to monitor such communications and remove them if inappropriate or not in the best interest of B&L operations.

In respect for other's efficiency, please do not use work email, voicemail or other resources as a means to solicit or distribute non-work materials. Activities that disrupt work hours or operations are prohibited.

Persons not employed by B & L may not solicit Company employees for any purpose on Company premises.

General Practices

Time Card Regulations

B&L requires that each employee maintain a time card of his or her hours. This will keep a record of work attendance. For non-exempt employees, the time card will also be used to ensure that paychecks are correct. All non-exempt employees are required to accurately record their hours worked each day.

Each employee must use his or her own time card only. If an employee punches in or out for another employee, both employees will be subject to disciplinary action.

Employees may not punch in more than 5 minutes before the beginning of their shifts and may not punch out more than ten minutes after their shifts end, unless overtime hours were previously approved by their managers.

By initialing on his or her time card, each employee is approving the number of hours indicated.

General Practices

Workers' Compensation Policy

B&L will provide workers' compensation, a type of accident and injury insurance, that compensates an employee for lost time, medical expenses and loss of life or dismemberment from an injury arising out of or in the course of work. Employees must report any accident or injury immediately to their supervisor and Human Resources so that the necessary paperwork can be completed in a timely manner.

Employees returning to work from an injury or illness for which they were receiving workers' compensation must provide proof of rehabilitation or treatment from a licensed physician and verification that they are able to complete all job-related tasks. In the event that the employee cannot complete some of the tasks as ordered by the physician, the Company will modify the employee's job load. Once a physician has verified that the employee can resume all job-related tasks, he or she will no longer receive workers' compensation benefits.

APPENDIX

Application for Re-employment Following Military Leave

To be submitted no later than _____ days (depending on length of military leave) following completion of military service.

Date: _____

Name: _____

Applying for (position): _____

Please accept this as my application to return to the position listed above as soon as possible. Attached is documentation verifying my dates of leave for _____ (division of military service) and my honorable discharge.

Employee Signature

FOR HUMAN RESOURCES USE ONLY:

Date Received: _____

Approved: Date of re-employment: _____

Denied:

Reason for denial:

By: _____

Application & Request for Educational Reimbursement

Name:		Department:			
Position Title:				Phone:	
Street Address:					
City:		State:		Zip:	
School:					
Program/Degree Sought:				Est. Completion Date:	
Educational Goals:					
Describe how this program/degree will benefit both you and the Company (use the back of this form if necessary):					
Course Name/Number:	Cost:	Book Cost:	Start Date:	End Date:	CE Credits:
<p>This application is submitted in accordance with and subject to the Company's Educational Assistance policy. I hereby certify that I am not receiving financial assistance for this course from any other source. I have read the conditions explained in the policy and agree to abide by them. I also agree to the payback provisions set forth in the Educational Assistance Guidelines, including authorization for the Company to deduct from my payroll any monies due the Company. The following items are attached:</p> <p><input type="checkbox"/> Tuition Receipt <input type="checkbox"/> Book Receipts <input type="checkbox"/> Grade Report <input type="checkbox"/> Continuing Education Certificate of Completion</p> <p>Signature: _____ Date: _____</p>					

Upon completion of this application, forward to your manager or Human Resources for approval.

TO BE COMPLETED BY HUMAN RESOURCES AND A MANAGER AUTHORIZED TO APPROVE:

I support this educational reimbursement.	
Signature: _____	Date: _____
<p>Upon approval of this application, forward to Human Resources for review, tracking and processing. Additionally, schedule a career discussion with your employee on the following topics: Educational Assistance Policy (how it works, service commitment expectations, etc.), how the course relates to the employee's current position, career goals and interests (short and long-term), expectations concerning work/school conflicts.</p> <p><input type="checkbox"/> Application Approved <input type="checkbox"/> Application Denied Reimbursement Amount: _____</p> <p>Comments: _____</p>	

Your application will be reviewed within 2 weeks of receiving it, and a copy will be returned to you. Upon successful completion of the course(s), submit the following to Human Resources for reimbursement:

- Approved Application and Request for Educational Reimbursement**
- Copy of grade report or Continuing Education certificate of completion**
- Tuition statement, book receipts**

Certificate of Entrance into Military Service

This form should be filed with Human Resources.

This is to certify that _____, who is employed as _____ at a salary rate of \$_____ in the department of _____ is entering military service effective _____.

This position is:

Unclassified

Exempt

Non-exempt

If employee is employed on a seasonal, temporary or provisional basis, indicate:

Seasonal

Temporary

Provisional

Date employment commenced (_____) or date employment would have terminated, had such employee not entered military service (_____).

Signature

Date

Certificate of Return from Military Service

This form should be filed with Human Resources.

This is to certify that _____ has requested to return from military service to his or her position of _____ in the _____ department, at a salary rate of \$ _____.

Date of entry into service: _____

Date of discharge: _____

Please attach a copy of discharge.

This position has been filled on a substitute basis by _____.

This position has been vacant pending return of incumbent.

Employee had permanent status in the following job class:

___ Competitive

___ Noncompetitive

___ Labor

___ Employee was temporarily or provisionally employed

Signature

Date

Employee's Request to Take Voting Leave

Name: _____

Date: _____

Department/Location: _____

In accordance with the terms of B & L's "Time Off to Vote" policy, employees who are registered voters may take the necessary time to vote at the beginning or the end of their shift, whichever allows more time for voting and requires less time off the job; however, not more than 2 hours will be provided with pay.

I am requesting voting leave for: _____ on: _____

(Election Type)

(Date)

Employees wishing to serve as election judges are encouraged to do so. The Company will pay the difference between the amount an employee receives for serving as a judge and the employee's normal day's pay (earnings factor times base rate) for performing this civic duty.

I will be serving as an election judge.

Employees who serve as election judges must submit copies of pay stubs from the Elections Commission for reimbursement.

Employee Signature

Date

FOR OFFICE USE ONLY

Voting leave approved by: _____ Date: _____

Voting leave denied by: _____ Date: _____

Reason for denial:

Mileage Report Form

Name:			Month of:	
Date	Destination (Name)	Location (City)	Purpose of Trip	# of Miles
TOTAL NUMBER OF MILES:				

Total Miles	
Rate	
Total Mileage	
Tolls	
Total Due	

Check #:	
Date:	
G.L. #:	Dept.:

Approved Denied Signature: _____

Report of Jury Duty Pay

Employee Name: _____ Date: _____

Employee Location: _____ Employee ID#: _____

This form should be submitted to Human Resources.

I was out of the office on jury duty from _____ to _____, or (if you did not serve on consecutive days) on these dates: _____.

This is a copy of my jury duty pay statement. I understand that although B & L's benefits program includes pay continuation during jury duty, the additional money I earn while performing jury duty must be paid to B & L. I understand, therefore, that my jury duty pay (pay only, not the transportation allowance) will be:

- Subtracted from a future paycheck
- Endorsed and paid directly to: _____

Signed: _____

B & L SERVICE, INC.
DRUG-FREE WORKPLACE POLICY

- SUMMARY -

In a commitment to safeguard the health of our employees and to provide a safe working environment for everyone, we have established a DRUG-FREE WORKPLACE POLICY for our company. This policy is implemented pursuant to the DRUG-FREE workplace program requirements under F.S. 440.102 and proposed rules of the Department of Labor and Employment Security, Division of Workers' Compensation.

The essential parts of this policy are:

1. Our Company prohibits the illegal use, possession, sale, manufacture or distribution of drugs, alcohol or other controlled substances on its property. It is also against Company policy to report to work or to work under the influence of drugs or alcohol.
2. **Drug Testing of Applicants:**
 - A. Applicants considered final candidates for a position will be tested for the presence of drugs as a part of the application process.
 - B. Applicants will be asked to sign the Consent to Pre-employment Testing Form. (Attachment A, see job applicant and employee packets) If an applicant refuses, he or she will not be considered for employment, and the employment application process will be terminated.
 - C. If an applicant's test is confirmed positive, the applicant will not be considered for employment at that time and will be informed that he or she has failed to meet employment standards.
3. **Testing of Employees:**
 - A. Reasonable Suspicion Testing: employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs.
 - B. Routine Fitness for Duty Testing: employees will be drug tested if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination.
 - C. Follow-up Testing: employees who have been determined to have used drugs or alcohol will be subject to unannounced follow-up drug tests.
 - D. On the Job Injury: employees will be tested when there is a job-related injury.
 - E. Additional Testing: additional testing may also be conducted as required by applicable State or Federal laws, rules, or regulations or as deemed necessary by the company.
4. **Disciplinary Action:**
 - A. In case of a first-time violation of the Company's policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on company property or while on duty), the employee will be subject to discipline up to and including discharge.
 - B. The Company may suspend employees without pay under this policy pending the results of a drug test or investigation.

- C. Any employee using, selling, purchasing, possessing, distributing, or dispensing drugs or alcohol on duty or on Company property will be discharged.
5. All information, interviews, reports, statements, memoranda and drug testing results, written or otherwise, received by the Company as part of this drug testing program are confidential communications. Unless authorized by State Laws, rules or regulations, the Company will not release such information without a written consent form signed voluntarily by the person tested.
 6. Attachment B (see job applicant and employee packets) is a drug use information form which is a confidential report which must be filled out by job applicants and employees both before and after being drug tested. This form permits individuals to list all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test.
 7. Attachment C (see job applicant and employee packets) is a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.
 8. Any applicant who refuses to submit to the pre-employment drug test will be ineligible for hire.
 9. Any employee who refuses to submit to a drug test may be terminated from employment or otherwise disciplined by the employer. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, forfeits his eligibility for all workers' compensation medical and indemnity benefits.
 10. Attachment D (see job applicant and employee packets) is a list of names, addresses and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees.
 11. A job applicant or employee who receives a positive confirmed drug test result may contest or explain the result to the employer within five (5) days after written notification of the positive test result. If a job applicant's or an employee's explanation or challenge is unsatisfactory to the employer, the person may contest the test results.
 12. A job applicant or employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.
 13. The following is a list of all drugs (described by brand name, common name, and/or chemical name) for which the employer may test:

Alcohol	(booze, drink)
Amphetamines	(Binhetamine, Desoxyn, Dexedrine)
Cannabinoids	(marijuana, hashish, hash, hash oil, joint, roach, spleaf, grass, weed, reefer)
Cocaine crack)	(coke, blow, nose candy, snow, flake,
Phencyclidine	(PCP, angel dust, hog)
Methaqualone	
Opiates	(opium, dover's powder, paregoric, parepectolin)
Barbiturates	(Phenobarbital, Tuinal, Amytal)

Benzodiazophines	(Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
Methadone	(Dolophine, Methadose)
Propoxyphene	(Darvocet, Darvon N , Dolene)

- 14. Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.
- 15. Details of this policy may be obtained from the Human Resources Department.
- 16. The contents of these drug and alcohol guidelines are presented as statements of the Company's current policy and may be changed and updated by the Company. These guidelines are not intended to create a contract between the Company and the employee. Nothing in these guidelines binds the Company to any specific or definite period of employment or to any specific policies, procedures, actions, rules, or terms and conditions of employment.
- 17. Employees, as a condition of employment, are required to abide by these guidelines.

Job Applicant/Contractor Acknowledgement of Receipt and Understanding

I hereby acknowledge that I have received and read a summary of the Company's Drug-free Workplace policy, a summary of the drugs which may alter or affect a drug test and a list of local Employee Assistance Programs and drug and alcohol treatment programs. I have had an opportunity to have all aspects of this material fully explained. I understand I must abide by the policy as a condition of employment, and any violation may result in disciplinary action up to and including discharge. This Drug-free Workplace Policy applies to those Independent Contractors electing to participate in certain designated transportation agreements.

Further, I understand that during my employment or while providing transportation services, I may be required to submit to testing for the presence of drugs or alcohol. I understand that submission to such testing is a condition of my employment or continued contractual relationship with the Company, and disciplinary action up to and including discharge may result if: **1) I refuse to consent to such testing, 2) I refuse to execute all forms of consent and release of liability as are usually and reasonably attendant to such examinations, 3) I refuse to authorize release of test results to the Company, 4) the tests establish a violation of the Company's Drug-free Workplace Policy, 5) I otherwise violate the policy.** If I am injured in the course and scope of my employment or in the scope of providing transportation services under certain transportation agreements and test positive, I forfeit my independent contractor eligibility or, if an employee, my eligibility for medical and indemnity benefits under the Workers' Compensation Act upon exhaustion of the remedies provided in Florida Statute §440.102(5).

I ALSO UNDERSTAND THAT THE DRUG-FREE WORKPLACE POLICY AND RELATED DOCUMENTS ARE NOT INTENDED TO CONSTITUTE A CONTRACT BETWEEN THE COMPANY AND ME.

THE UNDERSIGNED FURTHER STATES THAT HE OR SHE HAS READ THE FOREGOING ACKNOWLEDGEMENT AND KNOWS THE CONTENTS THEREFORE AND SIGNS THE SAME OF HIS OR HER OWN FREE WILL.

Signature

Date

Witness

Date

Drug-Free Workplace Policy|107

CONSENT AGREEMENT

As a prerequisite to employment, I hereby agree to allow the Company to collect urine samples from me to determine the presence of illegal drugs in my body. Further, I give my consent to the release of my test results to authorized Company management for appropriate review, and authorize the Company to use the test results as a defense to any legal action to which I am a party.

I understand that the results of the drug testing of my urine, if confirmed positive, will remove me from consideration for employment. I also understand that if I refuse to consent, I will be removed from further consideration for employment.

Further, I understand that if employed by the Company, I must abide by the terms of the Company's Drug-free Workplace Policy and may be required to submit to testing for the presence of illegal drugs or alcohol. I understand that submission to such testing is a condition of employment with the Company, and disciplinary action, up to and including discharge, may result if: **1)** I refuse to consent to such testing, **2)** I refuse to execute all forms of consent and releases of liability as are usually and reasonably attendant to such examinations, **3)** I refuse to authorize release of the test results to the Company, if the tests establish a violation of the Company's Drug-free Workplace Policy, or **4)** I otherwise violate the policy.

I hereby consent to the administration of the drug test and to the terms and conditions of the Consent Agreement.

Applicant Signature: _____ Date: _____

Social Security No. _____

Witness Signature: _____ Date: _____

I hereby **refuse** the drug detection urine test.

Applicant Signature: _____ Date: _____

Social Security No. _____

Witness Signature: _____ Date: _____

DISCLOSURE AND RELEASE

In connection with my application for employment with you I understand that consumer reports may be requested from the Company's agent. These reports may include the following types of information: work experience, accidents, etc. I further understand that such reports may contain public and private records concerning my driving records, workers' compensation claims, credit, bankruptcy proceedings, criminal records, etc., from federal, state, and other agencies which maintain such records.

I AUTHORIZE, WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY THE COMPANY'S AGENT TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I have the right to make a request to the company's agent, upon proper identification, for the nature and substance of all information in its files on me at the time of my request, including the sources of information and the recipients of any reports on me which the agent has previously furnished within the two-year period preceding my request. I hereby consent to your obtaining the above information from your agent.

I hereby authorize procurement of consumer reports. If hired, this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my employment period.

Print Name

Social Security Number

Applicant's Signature

Date

Witness Signature

Date

Disclosure and Release|109

Application for B & L issued Credit Card

Employee Name: _____

Position Held: _____

I am applying for a Company credit card and fully understand and agree to the following terms:

- I assume ultimate responsibility for the card.
- I will not use the credit card to withdraw cash.
- I will not use the credit card to pay for personal expenses.
- If I misuse the card, I authorize B&L to recover the funds through payroll deductions for expenses incurred that do not comply with the policy.
- If the credit card is lost or stolen, I will report it immediately to Human Resources.
- If I resign from B&L, I will return the credit card with a reconciliation of all expenses prior to my departure.

Signature of Employee

Date

Signature of Supervisor

Date

POST JOB OFFER MEDICAL HISTORY STATEMENT

NOTICE TO APPLICANTS: In compliance with the Americans Disabilities Act of 1990, you have received a conditional offer of employment from this employer. This medical history statement is required of all applicants who apply for job categories with this employer. The answers to this medical history statement and any medical examination will be kept confidential and in separate files by this employer. The job offer which you have received from this employer is "conditioned" upon the result of this medical history statement and any medical examination.

Full name:

Social Security # _____ Driver's License #

Home Address

Length at this address _____

Name of your personal physician: _____

Physician's Address:

Date of last physical exam: _____

- Have you ever been hospitalized for any reason? Yes ____ No ____ If yes, give dates and names of doctor(s).
- Have you ever had surgery? Yes ____ No ____ If yes, give dates and name(s) of doctor(s).
- Have you ever had a Worker's Compensation injury? Yes ____ No ____ If yes, give details.
- Have you ever received a disability rating or work restriction? Yes ____ No ____ If yes, give details:
- Other than the above, have you ever been injured? Yes ____ No ____ If yes, give details:
- Have you ever been refused employment because of health? Yes ____ No ____ If yes, give details:
- Do you have any physical or mental disability which could interfere with the performance of your duties?

Yes ____ No ____ If yes, please explain:

If yes, what accommodation to your disabilities do you suggest?

Post Job Offer Medical History Statement|111

MEDICAL RECORDS AND OTHER INFORMATION

I certify that the answers given herein are true to the best of my knowledge. I authorize any physician, medical practitioner, hospital, clinic, or other health facility, or employer and others to release any and all medical and non-medical information in its possession about me to this employer or its legal representative and hereby release the employer from any liability as result of such contact. I understand that misrepresentation, omissions of facts or incomplete information requested in this medical history statement may remove me from further consideration for employment. In addition, if employed, any misrepresentation or omissions of facts called for in this medical history statement will be cause for dismissal at any time without any previous notice.

I agree that a photocopy of this authorization shall be as valid as the original.

I agree that this authorization shall be valid as long as I am employed by this employer.

Signature _____ Date _____

Post Job Offer Medical History Statement|112

Receipt of B&L Employee Handbook

The Employee Handbook (sometimes referred to as a Personnel Policy Manual, or the “Manual”) is a compilation of personnel policies, practices and procedures currently in effect at B&L, an equal opportunity employer. The handbook and the information within it are confidential.

This handbook is designed to introduce employees to the organization, familiarize you with Company policies as they pertain to you as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment, and to help answer many of the questions that may arise in connection with your employment.

This handbook and any other provisions contained herein do not constitute a guarantee of employment or an employment contract, express or implied. You understand that your employment is “at-will” and that your employment may be terminated for any reason, with or without cause, and with or without notice. Only the CEO or other authorized representative(s) of B&L has the authority to enter into a signed written agreement guaranteeing employment for a specific term. This handbook is intended solely to describe the present policies and working conditions at B&L. This handbook does not purport to include every conceivable situation; it is merely meant as a guideline and, unless laws prescribe otherwise, common sense shall prevail. Of course, federal, state and local laws will take precedence over B&L policies when applicable.

Personnel policies are applied at the discretion of B&L. B&L reserves the right to change, withdraw, apply or amend any of our policies or benefits, including those covered in this handbook, at any time. B & L may notify you of such changes via email, posting on the Company’s intranet, portal or website, or via a printed memo, notice, amendment to or reprinting of this handbook but may, in its discretion, make such changes at any time, with or without notice and without a written revision of this handbook.

By signing below, you acknowledge that you have received a copy of B&L’s Employee Handbook, and understand that it is your responsibility to read and comply with the policies contained within it and any revisions made to it. Furthermore, you acknowledge that you are employed “at-will” and that this handbook is neither a contract of employment nor a legal document.

Signature

Date

Please print your full name

Please sign and date one copy of this notice and return it to Human Resources. Retain a second copy for your reference.

Receipt of Harassment Policies

As described in the Harassment Policy and the Sexual Harassment Policy, harassment is prohibited at B&L.

By signing below, you acknowledge that you have received a copy of B&L's Harassment Policy and Sexual Harassment Policy, and understand that it is your responsibility to read and comply with both policies and any revisions made to them.

Signature

Date

Print your full name

Supplier: **B & Service, Inc. d/b/a Yellow Cab**

GENERAL CONDITIONS

Quotation Requests and Invitations for Bids

These are standard instructions for Quotation Requests and Invitations for Bid as issued by the Broward County Board of County Commissioners (County). The County may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Special Instructions to Vendors or in the line item. By acceptance of a purchase order or award notification issued by the County, Vendor agrees that the provisions included within this solicitation, which upon award serves as the executed contract, shall prevail over any conflicting provision within any standard form contract of the Vendor regardless of any language in Vendor's contract to the contrary. Digital versions of this solicitation are provided for the convenience of the Vendor. Any material modification of the solicitation and/or any alteration of the verbiage is expressly prohibited and is not enforceable. Any alteration may render the Vendor's submission void and bar the Vendor from consideration in connection with this solicitation.

1. Execution of Solicitation Response:

- (a) BY SUBMITTING THIS FORM WITH AN ELECTRONIC SIGNATURE, VENDOR ACKNOWLEDGES AND ACCEPTS ALL GENERAL CONDITIONS AND SPECIAL INSTRUCTIONS. The individual submitting is authorized to sign (electronically accept) this solicitation response on behalf of the Vendor as indicated in Certificate as to Corporate Principal, designation letter by Director/Corporate Officer, or other business authorization to bind on behalf of the Vendor. Solicitation response must contain a signature of an individual authorized to bind the Vendor. Electronic signatures or digital signatures shall have the same effect as an original signature.
- (b) I certify that the Vendor's response is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a response for the same items/services, and is in all respects fair and without collusion or fraud. I also certify that the Vendor agrees to abide by all terms and conditions of this solicitation, acknowledge and accept all of the solicitation pages as well as any special instructions sheet(s).
- (c) No award will be made to a Vendor who is delinquent in payment of any taxes, fees, fines, contractual debts, judgments, or any other debts due and owed to the County, or is in default on any contractual or regulatory obligation to the County. By submitting this solicitation response, Vendor attests that it is not delinquent in payment of any such debts due and owed to the County, nor is it in default on any contractual or regulatory obligation to the County. In the event the Vendor's statement is discovered to be false, Vendor will be subject to debarment and the County may terminate any contract it has with Vendor.
- (d) Vendor certifies by submitting this solicitation response that no principals or corporate officers of the firm were principals or corporate officers in any other firm which was suspended or debarred from doing business with Broward County within the last three years, unless noted in the response.
- (e) By submitting this solicitation response, Vendor attests that any and all statements, oral, written or otherwise, made in support of this response, are accurate, true and correct. Vendor acknowledges that inaccurate, untruthful, or incorrect statements made in support of this response may be used by the County as a basis for rejection, rescission of the award, or termination of the contract and may also serve as the basis for debarment of Vendor pursuant to Section 21.119 of the Broward County Procurement Code.

2. **Withdrawal:**

No Vendor may withdraw its solicitation response before the expiration of 120 days from the date of opening. Any response altering the 120 day requirement shall be deemed non-responsive.

3. **Submission of Bids and Quotations:**

Vendor's solicitation response must be submitted electronically through BidSync, the County's designated electronic bidding system. It is the Vendor's sole responsibility to assure its response is submitted and received through BidSync by the date and time specified in the solicitation. The County will not consider solicitation responses received by other means. Any timeframe references are in Eastern Standard Time. The official time for electronic submittals is BidSync's servers, as synchronized with the atomic clock. All parties without reservation will accept the official time.

4. **Bid Opening (Invitation for Bids only):**

All bids received shall be publicly opened in the presence of one or more witnesses at the Purchasing Division office, located at 115 S. Andrews Avenue, Room 212, Fort Lauderdale, FL 33301, or other designated County location as posted in the Purchasing Division offices. The Purchasing Division will decrypt responses received in BidSync immediately following the designated bid end date and time.

5. **Addenda:**

Broward County reserves the right to amend this solicitation prior to the opening date indicated. Only written addenda are binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to opening date, to allow for review and subsequent clarification on the part of Broward County. Vendors shall be responsible for obtaining, reviewing and acknowledging each addendum.

6. **Prices, Terms, and Payments:**

Firm prices shall be provided and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.

- (a) **The Vendor:** In submitting this solicitation response certifies that the prices provided herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- (b) **F.O.B.:** Unless otherwise specified, prices shall be provided as F.O.B. Destination, freight included and inclusive of all costs. Current and/or anticipated applicable fuel costs should be considered and included in the prices provided.
- (c) **Ties:** The Purchasing Division will break tie responses in accordance with the Procurement Code.
- (d) **Taxes:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order. The Vendor shall pay all applicable sales, consumer, land use, or other similar taxes required by law. The Vendor is responsible for reviewing the pertinent State Statutes involving the sales tax and complying with all requirements.
- (e) **Discounts:** Vendors may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for evaluation purposes. Vendors should reflect any discounts to be considered in the evaluation in the unit prices submitted.
- (f) **Mistakes:** Vendors are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions, and all other special conditions pertaining to this solicitation. Failure of the Vendor to examine all pertinent documents shall not entitle them to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall

be corrected by the County.

- (g) **Ordering:** The County reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the County reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.

7. Open-End Contract:

No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only. The County reserves the right to issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.

8. Contract Period (Open-End Contract):

The initial contract period shall start and terminate as indicated in the Special Instructions to Vendors. The Vendor will complete delivery and the County will receive delivery on any orders transmitted to the Vendor prior to the expiration date. The Director of Purchasing may renew this contract subject to Vendor acceptance, satisfactory performance, and determination that renewal is in the best interest of the County. The County will provide Notification of Intent to Renew in advance of the contract expiration date. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto. **In the event scheduled services will end because of contract expiration, the Vendor shall continue the service at the direction of the Director of Purchasing. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.**

9. Fixed Contract Quantities:

Purchase order(s) for full quantities will be issued to successful Vendor(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Vendor agrees to furnish such quantities at the same prices, terms and conditions.

10. Awards:

If a specific basis of award is not established in the Special Instructions to Vendors, the award shall be to the responsible Vendor with the lowest responsive solicitation response meeting the written specifications. As the best interest of the County may require, the right is reserved to make award(s) by individual commodities/ services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be priced.

A Vendor desiring to offer "No Charge" on an item in a group must indicate by placing a \$0.00 in the offer field, and enter "No Charge" in the "Notes for Buyer" section in BidSync; otherwise the group will be construed as incomplete and may be rejected. However, if Vendors do not offer all items within a group, the County reserves the right to award on an item by item basis. When a group is indicated for variable quantities and the group shows evidence of unbalanced prices, such solicitation response may be rejected. The Director of Purchasing, or the Board of County Commissioners, whichever is applicable, reserves the right to waive technicalities and irregularities and to reject any or all responses.

11. Payment:

Payment for all goods and services, requested by a purchase order, shall be made in a timely manner and in accordance with Local Government Prompt Payment Act, Section 218.70, Florida Statutes, and the Prompt Payment Policy, Section No. 1-51.6, Broward County Code of Ordinances. All applications for payment shall be submitted to the address indicated in the purchase order. The County will pay the Vendor after receipt, acceptance, and proper invoice is received. Invoices must bear the purchase order number.

12. Termination:

- (a) **Availability of Funds:** If the term of this contract extends beyond a single fiscal year of the County, the continuation of this contract beyond the end of any fiscal year shall be subject to the availability of funds from the County in accordance with Chapter 129, Florida Statutes (Florida Statutes). The Broward County Board of County Commissioners shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the County may terminate this contract upon thirty (30) days prior written notice to the Vendor.
- (b) **Non Performance:** The Awarding Authority may terminate the contract for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. Cause for termination shall include, but not be limited to, failure to suitably perform the work, failure to suitably deliver goods in accordance with the specifications and instructions in this solicitation, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of the County as set forth in this solicitation, or multiple breach of the provisions of this solicitation notwithstanding whether any such breach was previously waived or cured.
- (c) **For Convenience:** The Awarding Authority may terminate the contract for convenience upon no less than thirty (30) days written notice. In the event the contract is terminated for convenience, Vendor shall be paid for any goods properly delivered and services properly performed to the date the contract is terminated; however, upon being notified of County's election to terminate, Vendor shall cease any deliveries, shipment or carriage of goods, and refrain from performing further services or incurring additional expenses under the terms of the contract. In no event will payment be made for lost or future profits. Vendor acknowledges and agrees that is has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are hereby acknowledged for County's right to terminate this contract for convenience.

13. Conditions and Packaging:

Unless otherwise stated in the solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the solicitation response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying Vendor and purchase order number.

14. Safety Standards:

Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder. All sources of energy associated with machinery/equipment purchased shall be capable of being locked-out in accordance with OSHA 29 CFR 1910.147, Hazardous Energy Control. In compliance with OSHA 29 CFR 1910.1200, Hazard Communication Standard, and Chapter 442, Florida Statutes, Occupational Safety and Health, any chemical substance delivered from a contract resulting from this solicitation must be

compliant with the Global Harmonized System (GHS) for Hazard Communication accompanied by a Safety Data Sheet (SDS) consisting of 16 sections. A Safety Data Sheet (SDS) shall also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 218, Fort Lauderdale, FL 33301-1803.

15. Non-Conformance to Contract Conditions:

The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification (mail, email, or fax) of rejection, items shall be removed within five (5) calendar days by the Vendor at its expense and redelivered at its expense. The County regards rejected goods left longer than thirty (30) days as abandoned and the County has the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at its expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in Vendor being found in default.

16. Inspection, Acceptance and Title:

Inspection and acceptance will be at delivery destination unless otherwise specified. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted by the County.

17. Governmental Restrictions:

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this solicitation response prior to its delivery, it shall be the responsibility of the successful Vendor to notify the County at once, indicating in its letter the specific regulation which required an alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

18. Legal Requirements:

Applicable provisions of all Federal, State of Florida, County and local laws, and of all ordinances, rules and regulations including the Broward County Procurement Code shall govern development, submittal and evaluation of responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response hereto and the County by and through its officers, employees and authorized representative, or any other person natural or otherwise in addition to any resultant agreement. Lack of knowledge by any Vendor shall not constitute a recognizable defense against the legal effect thereof.

19. Indemnification:

Vendor shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Contract, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of Vendor, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Contract. In the event any Claim is brought against an Indemnified Party, Vendor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Contract. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

For construction contracts, Vendor shall indemnify and hold harmless County, its officers and

employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful misconduct of Vendor and persons employed or utilized by Vendor in the performance of this Contract. To the extent considered necessary by Contract Administrator and County Attorney, any sums due Vendor under this Contract may be retained by County until all of County's claims for indemnification pursuant to this Contract have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by County. The indemnifications shall survive the expiration or earlier termination of this Contract.

20. Notice:

Written notice provided pursuant to this contract shall be sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the County designates:

Director, Broward County Purchasing Division
115 S. Andrews Avenue, Room 212
Fort Lauderdale, FL 33301-1801

Vendor shall identify in the solicitation response a designated person and address to whom notice shall be sent when required by the contract.

21. Jurisdiction, Venue, Waiver of Jury Trial:

The contract shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Any controversies or legal problems arising out of the contract and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue situs, and shall be governed by the laws of the state of Florida. By entering into this contract, Vendor and County hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this contract. If any party demands a jury trial in an lawsuit arising out of the contract and fails to withdraw the request after written notice by the other party, the party making the request for jury trial shall be liable for the reasonable attorneys' fees and costs of the party contesting the request for jury trial.

22. Patents and Royalties:

The Vendor, without exception, shall indemnify and save harmless and defend the County, its officers, agents and employees from liability of any nature or kind, including but not limited to attorney's fees, costs and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the Vendor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work. This provision shall survive the expiration or earlier termination of the contract.

23. Assignment, Subcontract:

Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this solicitation without the prior written consent of the Director of Purchasing. Any award issued pursuant to this solicitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Director of Purchasing.

24. Qualifications of Vendor:

The County will only consider solicitation responses from firms normally engaged in providing the types of commodities, services, or construction specified herein. Vendor must have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient

service to County. The County reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The County will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject responses where evidence or evaluation is determined to indicate inability to perform. The County reserves the right to consider a Vendor's history of any and all types of citations and/or violations, including those relating to suspensions, debarments, or environmental regulations in determining responsibility. Vendor should submit with its solicitation response a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Vendor to submit such information may be grounds for termination of any contract awarded to successful Vendor. Vendor shall notify the County immediately of notice of any citations or violations which they may receive after the opening date and during the time of performance under any contract awarded to them.

25. Affiliated Companies Entities of the Principal(s):

To ensure the vendor has the capability in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the vendor, all vendors are required to disclose the names and addresses of entities with whom the principal(s) of the proposing vendor have been affiliated for a period of with over the last five (5) years from the solicitation opening deadline for the County's review of contract performance evaluations and the history of County Business Enterprise compliance with the County's Small Business Program, including CBE, DBE and SBE goal attainment requirements for all entities affiliated with the principal(s). Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

26. Equal Employment Opportunity:

No Vendor shall discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, sexual orientation (including but not limited to Broward County Code, Chapter 16½), marital status, political affiliation, disability, or physical or mental handicap if qualified. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, sexual orientation, marital status, political affiliation, disability, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Vendor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Vendor selected to perform work on a County project must include the foregoing or similar language in its contracts with any subcontractors or sub consultants, except that any project assisted by U.S. Department of Transportation funds shall comply with the non-discrimination requirements in Title 49 C.F.R. Parts 23 and 26. The subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause. Failure to comply with above requirements is a material breach of the contract, and may result in the termination of this contract or such other remedy as the County deems appropriate.

27. Modifications:

All changes to purchase orders shall be by issuance of a change order. Any modifications or changes to any contract entered into as a result of this solicitation must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

28. Resolution of Protested Solicitations and Proposed Awards:

In accordance with Sections 21.118 and 21.120 of the Broward County Procurement Code, if a Vendor intends to protest a solicitation or proposed award of a contract the following apply:

- (a) Any protest concerning the solicitation or other solicitation specifications, or requirements must be made and received by the County within seven (7) business days from the posting of the solicitation or addendum on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing. Failure to timely protest solicitation specifications or requirements is a waiver of the ability to protest the specifications or requirements.
- (b) Any protest concerning a solicitation or proposed award above the authority of the Director of Purchasing, after the opening, shall be submitted in writing and received by the County within five (5) business days from the posting of the recommendation for award on the Purchasing Division's website. Such protest must be made in writing to the Director of Purchasing.
- (c) Any actual or prospective Vendor or offeror who has a substantial interest in and is aggrieved in connection with proposed award of a contract that does not exceed the amount of the award authority of the Director of Purchasing, may protest to the Director of Purchasing. The protest shall be submitted in writing and received within three (3) business days from the posting of the recommendation of award on the Purchasing Division's website.
- (d) For purposes of this section, a business day is defined as Monday through Friday between 8:30 a.m. and 5:00 p.m. Failure to timely file a protest within the time prescribed for a solicitation or proposed contract award shall be a waiver of the Vendor's right to protest.
- (e) As a condition of initiating any protest, the protestor shall present the Director of Purchasing a nonrefundable filing fee. The filing fee shall be based upon the estimated contract amount. For purposes of the protest, the estimated contract amount shall be the contract amount submitted by the protestor. If no contract amount was submitted, the estimated contract amount shall be the County's estimated contract price for the project. The County may accept cash, money order, certified check, or cashier's check, payable to Broward County Board of Commissioners. The filing fees are as follows:

Estimated Contract Amount	Filing Fee
\$30,000 - \$250,000	\$500
\$250,001 - \$500,000	\$1,000
\$500,001 - \$5 million	\$3,000
Over \$5 million	\$5,000

29. Public Entity Crimes Act:

Vendor represents that its response to this solicitation will not violate the Public Entity Crimes Act, Section 287.133, Florida Statutes, which essentially provides that the County, as a public entity, may not transact any business with a Vendor in excess of the threshold amount provided in Purchasing Categories, Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the Convicted Vendor List. Vendor represents that its response to this solicitation is not a violation of Discrimination, Section 287.134, Florida Statutes, which essentially states that the County, as a public entity, cannot do business with an entity that is on the Discriminatory Vendor List i.e., has been found by a court to have discriminated as defined therein. Violation of this section shall result in cancellation of the County purchase and may result in debarment.

30. Purchase by Other Governmental Agencies:

Each governmental unit which avails itself of this contract will establish its own contract, place its own orders, issue its own purchase orders, be invoiced therefrom and make its own payments and issue its own exemption certificates as required by the Vendor. It is understood and agreed that Broward County is not a legally bound party to any contractual agreement made

between any other governmental unit and the Vendor as a result of this solicitation.

31. Public Records:

The County is a public agency subject to Chapter 119, Florida Statutes. Any material submitted in response to this solicitation will become a public document pursuant to Section 119.071, Florida Statutes. This includes material which the responding Vendor might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.071, Florida Statutes. As required by Chapter 119, Florida Statutes, the Contractor and all subcontractors for services shall comply with Florida's Public Records Law. Specifically, the Contractor and subcontractors shall:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
- (b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and transfer to the County, at no cost, all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the agency.
- (e) The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Contract and the County shall enforce the Default in accordance with the provisions set forth in the General Conditions, Article 12.

32. Audit Right and Retention Records:

County shall have the right to audit the books, records, and accounts of awarded Vendor that are related to this contract. Vendor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries to the contract.

Vendor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this agreement for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this contract. If any audit has been initiated and audit findings have not been resolved at the end of the retention period of three (3) years, whichever is longer, the books, records and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by County to be applicable to Vendor's records, Vendor shall comply with all requirements thereof; however, no confidentiality or nondisclosure requirement of either federal or state law shall be violated by Vendor. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry.

33. Procurement Code:

The entire chapter of the Broward County Procurement Code can be obtained from the Purchasing Division's website at: www.broward.org/purchasing.

34. Ownership of Documents:

All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, specifications and reports prepared or provided by Vendor in connection with this contract shall become the property of County, whether the Project for which they are made is completed or not, and shall be delivered to Contract Administrator within fifteen (15) days of the receipt of the written notice of termination. If applicable, County may withhold any payments then

due to Vendor until Vendor complies with the provisions of this section.

35. State of Florida Division of Corporations Requirements:

It is the Vendor's responsibility to comply with all state and local business requirements. All corporations and partnerships must have the authority to transact business in the State of Florida and be in good standing with the Florida Secretary of State. For further information, contact the Florida Department of State, Division of Corporations.

The County will review the Vendor's business status based on the information provided in response to this solicitation. If the Vendor is an out-of-state or foreign corporation or partnership, the Vendor should obtain the authority to conduct business in the State of Florida.

36. Cone of Silence Ordinance (Invitations for Bids):

In accordance with Cone of Silence Ordinance, Section 1-266, Broward County Code of Ordinances, provides that after the advertisement of the solicitation, potential Vendors and their representatives are substantially restricted from communicating regarding the solicitation with the County Administrator, Deputy County Administrator, Assistant County Administrator, Assistants to the County Administrator, their respective support staff, or any or any staff person that is to evaluate or recommend selection in this solicitation process.

- (a) For Invitations for Bids, the Cone of Silence shall be in effect for staff involved in the award decision process at the time of the solicitation advertisement. The Cone of Silence shall be in effect for the Board of County Commissioners and their staff upon bid opening for the solicitation.
- (b) The Cone of Silence terminates when the County Commission or other awarding authority takes action which ends the solicitation.
- (c) Any violations of this ordinance by any representative of the Vendor, including owner, employee, consultant, lobbyist, or actual or potential subcontractor or subconsultant may be reported to the County's Office of Professional Standards. If there is a determination of violation, a fine shall be imposed against the Vendor as provided in the County Code of Ordinances. Additionally, a determination of violation shall render any award to a Vendor who is found to have violated the Ordinance voidable, at the sole discretion of the Board of County Commissioners.

37. Contingency Fees:

By submission of this solicitation response, Vendor certifies that no contingency fees (sometimes known as a finder's fee) have been paid to any person or organization other than a bona-fide employee working solely for the Vendor to secure a contract made pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment of the Vendor.

38. Local Business Tax Receipt Requirements:

All Vendors maintaining a business address within Broward County must have a current Broward County Local Business Tax Receipt issued by the Broward County Records, Taxes and Treasury Division prior to recommendation for award. Failure to do so may result in your solicitation response being deemed non-responsive. For further information on obtaining or renewing your firm's Local Business Tax Receipt, contact the Records, Taxes and Treasury Division at (954) 357-6200.

39. Battery Disposal:

The Vendor must deliver, furnish, recycle and dispose of all battery products in accordance with all applicable local, state and federal laws.

40. Dun & Bradstreet Report Requirement:

The County may review the Vendor's rating and payment performance to assist in determining a Vendor's responsibility when being evaluated for a contract award.

41. Code Requirements:

The Vendor and his or her subcontractors on this project must be familiar with all applicable Federal, State, County, City and Local Laws, Regulations or Codes and be governed accordingly as they will apply to this project and the actions or operations of those engaged in the work or concerning materials used. Contractor shall ask for and receive any required inspections.

42. Special Notice:

In accordance with OSHA Regulation 29 CFR 1926.1101(k) (2), Vendors are notified of the presence of asbestos containing material and/or presumed asbestos containing material at some Broward County locations.

43. Samples:

Samples or drawings, when required, shall be free of charge. If not mutilated or destroyed in the examination, Vendor will be notified to remove same at their expense. If samples are not removed within thirty (30) calendar days after written notice to the Vendor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.

44. Vendor Responsibilities:

Unless otherwise specified, Vendor will be responsible for the provision, installation and performance of all equipment, materials, services, etc. offered in their response. Vendor is in no way relieved of the responsibility for the performance of all equipment furnished, or of assuring the timely delivery of materials, equipment, etc. even though it is not of their own manufacture.

45. Vendor Evaluation:

The Contract Administrator will document the Vendor's performance by completing a Performance Evaluation Form. A blank Performance Evaluation Form may be viewed at: broward.org/Purchasing/documents/vendorperformanceevaluationrequirements.pdf.

An interim performance evaluation of the successful Vendor may be submitted by the Contract Administrator during completion of the Project. A final performance evaluation shall be submitted when the Request for Final Payment to the Vendor is forwarded for approval. In either situation, the completed evaluation(s) shall be forwarded to the Director of Purchasing who shall provide a copy to the successful Vendor upon request. Said evaluation(s) may be used by the County as a factor in considering the responsibility of the Vendor for future solicitations.

46. Warranties and Guarantees:

The Vendor shall obtain all manufacturers' warranties and guarantees of all equipment and materials required by this solicitation and any resultant orders in the name of the Board and shall deliver same to point of delivery.

47. "Or Equal" Clause:

Whenever a material, article or piece of equipment is identified in the solicitation documents, including plans and specifications, by reference to manufacturers' or vendors' names, trade names, catalog numbers, or otherwise, any such reference is intended merely to establish a standard; and, unless it is followed by the words "no substitution is permitted" because of form, fit, function and quality, any material, article, or equipment of other manufacturers and vendors which will perform or serve the requirements of the general design will be considered equally acceptable provided the materials, article or equipment so proposed is, in the sole opinion of the County, equal in substance, quality, and function. The decision of the equivalent shall be determined in a reasonable manner and at the sole discretion of the County.

Bottom of Form

Supplier: **B & Service, Inc. d/b/a Yellow Cab**

**Procurement Preferences for
Broward County Small Business Enterprises and County Business Enterprises**

This form should be returned with the Vendor's submittal and will be used for informational purposes.

In accordance with Broward County Ordinance, Section 1.81, non-reserved solicitations (for SBE's or CBE's) and solicitations without any assigned CBE goals, a responding Broward County certified SBE or CBE may be eligible for a procurement preference, in accordance with below:

For Invitations to Bid and Quotation Requests:

If a responsive, responsible bid is received from a certified CBE or SBE that is within ten percent (10%) of the lowest responsive, responsible bid received from a non-certified (SBE or CBE) firm, the SBE or CBE (as applicable) shall be offered the opportunity to match the lowest responsive, responsible bid. If the SBE or CBE firm (as applicable) is responsive and responsible, and matches the lowest responsive, responsible bid, the CBE or SBE firm shall be recommended for award.

For Request for Proposals:

If upon the completion of final rankings by the Evaluation Committee, a non-certified proposer is the highest-ranked proposer, and a responsive, responsible SBE or CBE proposer receives a score that is within five percent (5%) of the score obtained by the non-certified proposer, the highest-ranked responsive, responsible SBE or CBE proposer shall be considered the highest-ranked proposer and shall have the opportunity to proceed to negotiations with the County for award of the contract.

Vendor should indicate below if the firm is a currently certified Broward County SBE and/or CBE firm. If the firm does not indicate it is an SBE or CBE, preference may not be applied based on information received but certification will be verified in the Broward County OESBD [Certified Firm Directory](#). Vendor must be certified at time of solicitation opening (due date).

This form does not substitute for certification or application for certification.

- Firm is a Broward County certified Small Business Enterprise (SBE)
- Firm is a Broward County certified County Business Enterprise (CBE)
- Firm is not a Broward County certified Small Business Enterprise (SBE) or County Business Enterprise (CBE).

B & L Service, Inc.
Vendor Name

For questions regarding the Broward County SBE and CBE certifications, please contact Office of Economic and Small Business Development at 954-357-6400.

Supplier: **B & Service, Inc. d/b/a Yellow Cab**

Workforce Investment Program Requirements:

- A. In accordance with Broward County Workforce Investment Program, Administrative Code, Section 19.211, the Workforce Investment Program (Program) this solicitation is a covered contract if the open-end contract award value exceeds \$500,000 per year or if the individual project value exceeds \$500,000 under a fixed-term contract. The Program encourages Vendors to utilize CareerSource Broward (CareerSource) and their contract partners as a first source for employment candidates for work on County-funded projects, and encourages investment in Broward County economic development through the hiring of economically disadvantaged or hard-to-hire individuals.
- B. Compliance with the Program, including compliance with First Source Referral and the Qualifying New Hires goals, is a matter of responsibility. Vendor should submit the **Workforce Investment Program Certification Form** with its response. If not provided with solicitation submittal, the Vendor must supply within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.
- C. The following is a summary of requirements contained in the Program. This summary is not all-inclusive of the requirements of the Program. If there is any conflict between the following summary and the language in the Program, the language in the Program shall prevail. In compliance with the Program, Vendor (and/or its subcontractors) shall agree to:
1. be bound to contractual obligations under the contract;
 2. use good faith efforts to meet First Source Referral goal for vacancies that result from award of this contract;
 3. publicly advertise any vacancies that are the direct result of this contract, exclusively with CareerSource for at least five (5) business days;
 4. review qualifications of CareerSource's Qualified Referrals and use good faith efforts to interview Qualified Referrals that appear to meet the required qualifications;
 5. use good faith efforts to hire Qualifying New Hires (as defined by the Program) for at least fifty percent (50%) of the vacancies (rounded up) that are the direct result of this contract;
 6. obtain a hired worker's written certification, attesting to a status as a Qualifying New Hire, Economically Disadvantaged Worker, or Hard-to-Hire worker (if applicable);
 7. retain records relating to Program requirements, including: records of all applicable vacancies; job order requests to CareerSource; qualified referral lists; and records of candidates interviewed and the outcome of the interviews.
 8. provide to the County any documents and records demonstrating Vendor's compliance and good faith efforts to comply with the Program;
 9. submit to the County an annual report by January 31st and within 30 days of contract completion or expiration; and

10. ensure that all of its subcontractors comply with the requirements of the Program.

- D. Further information about the Program, Vendor's obligations, and the Qualifying New Hire's certification form may be obtained on the Office of Economic and Small Business Development website:

broward.org/econdev/Pages/WorkforceInvestmentProgram.aspx. Vendor is responsible for reading and understanding requirements of the Program.

- E. Subcontractors: Vendor's subcontractors shall use good faith efforts to meet the First Source Referral and the Qualifying New Hires goals, in accordance with the Program. The Vendor shall include in any subcontracts a requirement that the all subcontractors comply with the Program requirements. The Vendor shall be responsible for compliance by any subcontractor with the Program as it applies to their subcontract.
- F. Reporting: Vendor shall maintain and make available to County upon request all records documenting Vendor's compliance and its subcontractors' compliance with the requirements of the Program, and shall submit the required reports to the Contract Administrator annually by January 31 and within thirty (30) days after the conclusion of this contract. Failure to timely comply with reporting requirements shall constitute a material breach of this contract.
- G. Evaluation: The Contract Administrator will document the Vendor's compliance and good faith efforts as part of the Vendor's Performance Evaluation.
- H. Failure to demonstrate good faith efforts to meet the First Source Referral and the Qualifying New Hires goal shall constitute a material breach of this contract.

WORKFORCE INVESTMENT PROGRAM CERTIFICATION FORM

This form(s) should be returned with the Vendor's submittal. If not provided with solicitation submittal, the Vendor must supply information within three business days of County's request. Vendor may be deemed non-responsible for failure to comply within stated timeframes.

In accordance with the Workforce Investment Program:

B & L Service, Inc. (Vendor) agrees to be bound to the contractual obligations of the Workforce Investment Program, Broward County Administrative Code Section 19.211, requiring our firm to use good faith efforts to meet the First Source Referral Goal and the Qualifying New Hires Goal.

The statement must be signed by an authorized signatory of the firm. Receipt of the signed statement from the Vendor is a matter of responsibility. A firm not offering an affirmative response in this regard will be found "non-responsible" to the solicitation and not eligible for further evaluation or award.

John M. Camillo

AUTHORIZED SIGNATURE/NAME

President

TITLE

11/01/2019

DATE

Supplier: **B & Service, Inc. d/b/a Yellow Cab**

VENDOR QUESTIONNAIRE
Quotations and Invitations for Bids

The completed Vendor Questionnaire should be submitted with the solicitation response. If not submitted with solicitation response, it must be submitted within three business days of County's request. Failure to timely submit may affect may result in Vendor being deemed non-responsive.

If a response requires additional information, the Vendor should upload a written detailed response; each response should be numbered to match the question number. The completed questionnaire and attached responses will become part of the procurement record. It is imperative that the person completing the form be knowledgeable about the proposing Vendor's business and operations.

1. Legal business name: **B & L Service, Inc.**
2. Doing Business As/Fictitious Name (if applicable): **Yellow Cab**
3. Federal Employer I.D. no. (FEIN): **59-0909335**
4. Dun and Bradstreet No.:
5. Website address (if applicable): **www.yellowcabbroward.com**
6. Principal place of business address: **221 West Oakland Park Boulevard
Fort Lauderdale, FL 33311**
7. Office location responsible for this project: **221 West Oakland Park Boulevard
Fort Lauderdale, FL 33311**
8. Telephone no.: **954-565-8900**
Fax no.: **954-566-1867**
9. Type of business (check appropriate box):
 - Corporation (specify the state of incorporation): **C**
 - Sole Proprietor
 - Limited Liability Company (LLC)
 - Limited Partnership
 - General Partnership (State and County filled in)
 - Other – Specify
10. AUTHORIZED CONTACT(S) FOR YOUR FIRM:
Name: **John M. Camillo**
Title: **President**
E-mail: **JCamillo@blserviceinc.com**
Telephone No.: **954-565-8900, ext. 3920**

Name: **Marlene Hausman**

Title: **CFO**

E-mail: **MarleneH@blserviceinc.com**

Telephone No.: **954-565-8900, ext. 2321**

Generic e-mail address for purchase orders: **PO@blserviceinc.com**

(Broward County auto distributes purchase orders from its financial system. To ensure a firm receives a purchase order, it is suggested a company accessible e-mail address is used.)

11. List name and title of each principal, owner, officer, and major shareholder:
 - a) **Gaddis Corporation - 100 % Owner**

- b) **John M. Camillo, President**
- c) **Michael R. Gaddis, Vice President**
- d) **Marlene Hausman, CFO**

12. Affiliated Entities of the Principal(s): List the names and addresses of “affiliated entities” of the Vendor principal(s) over the last five (5) years (from the solicitation opening deadline) that have acted as a prime Vendor with the County. Affiliated entities of the principal(s) are those entities related to the vendor by the sharing of stock or other means of control, including but not limited to a subsidiary, parent or sibling entity.

- a) **None**
- b)
- c)
- d)

13. Has your firm, its principals, officers or predecessor organization(s) been debarred or suspended by any government entity within the last three years? If yes, specify details in an attached written response. Yes No
14. Has your firm, its principals, officers or predecessor organization(s) ever been debarred or suspended by any government entity? If yes, specify details in an attached written response, including the reinstatement date, if granted. Yes No

15. Specify the type of services or commodities your firm offers:

Dispatch Services

16. How many years has your firm been in business while providing the services and/or products offered within this solicitation? **60**

17. Is your firm’s business regularly engaged in and routinely selling the product(s) or services offered within this solicitation? Yes No
18. Does your firm affirm that it is currently authorized by the manufacturer as a dealer/seller of the product(s) offered herein, and warranty offered is the manufacturer’s warranty with Broward County recorded as the original purchaser? The County reserves the right to verify prior to a recommendation of award. Yes No
N/A (if service)
19. Has your firm ever failed to complete any services and/or delivery of products during the last three (3) years? If yes, specify details in an attached written response. Yes No
20. Is your firm or any of its principals or officers currently principals or officers of another organization? If yes, specify details in an attached written response. Yes No
21. Have any voluntary or involuntary bankruptcy petitions been filed by or against your firm, its parent or subsidiaries or predecessor organizations during the last three years? If yes, specify details in an attached written response. Yes No
22. Has your firm’s surety ever intervened to assist in the completion of a contract or have Performance and/or Payment Bond claims been made to your firm or its predecessor’s sureties during the last three years? If yes, specify details in an attached a written response, including contact information for owner and surety company. Yes No
23. If requested, will your firm extend the same price, terms and conditions to other governmental entities during the period covered by this contract? Yes No
24. Would your firm accept a Visa credit card as payment from Broward County, with no additional fees or change to bid price? Procurement Contract must be approved and designated for procurement card (p-card) by Director of Purchasing for use prior to ordering. Yes No
25. Living Wage solicitations only: In determining what, if any, fiscal impacts(s) are a result of the Ordinance for this solicitation, provide the following for informational purposes only. Response is not considered in determining the award of this contract.
- Living Wage had an effect on the pricing Yes No
If yes, Living Wage increased the pricing by **12%** or decreased the pricing by -----

-----%.

26. Non-Collusion Certification: Vendor shall disclose, to their best knowledge, any Broward County officer or employee, or any relative of any such officer or employee as defined in Section 112.3135 (1) (c), Florida Statutes, who is an officer or director of, or has a material interest in, the Vendor's business, who is in a position to influence this procurement. Any Broward County officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. Failure of a Vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the Broward County Procurement Code.

Select One:

- Vendor certifies that this offer is made independently and free from collusion; or
- Vendor is disclosing names of officers or employees who have a material interest in this procurement and is in a position to influence this procurement. Vendor must include a list of name(s), and relationship(s) with its submittal.

Questions 27 - 30 are only applicable to **service contracts** or a **construction contracts** (repair, maintain or furnish and install) solicitations:

27. What similar on-going contracts is your firm currently working on? If additional space is required, provide on separate sheet.

28. Has your firm completely inspected the project site(s) prior to submitting response? Yes No

29. Will your firm need to rent or purchase any equipment for this contract? If yes, please specify details in an attached a written response. Yes No

30. What equipment does your firm own that is available for this contract?

VM Ware servers replicated off-site.

ININ Ipsec phone system.

Office space, furnished with full generator power back up.

Computer back up systems.

31. Provide at least three (3) individuals, corporations, agencies, or institutions for which your firm has completed work of a similar nature or in which your firm sold similar commodities in the past three (3) years. Contact persons shall have personal knowledge of the referenced project/contract. Only one (1) Broward County Board of County Commissioners agency reference may be submitted. If any of the following references are inaccessible or not relevant, additional references may be requested by the County.

Reference 1:

Scope of Work: **Dispatch over one million trips annually**

Contract/Project Title: **B & L Service, Inc.**

Agency: **N/A**

Contact Name/Title: **John M. Camillo**

Contact Telephone: **954-565-8900, 3920**

Email: **JMCamillo@blserviceinc.com**

Contract/Project Dates (Month and Year): **1960 to Present**

Contract Amount: **\$ 950,000.00 / year**

Reference 2:

Scope of Work: **Dispatch over 150,000 trips annually**

Contract/Project Title: **Capital Transportation, Inc.**

Agency: **N/A**

Contact Name/Title: **Floyd Webb**

Contact Telephone: **850-350-2000, 4206**

Email: **fwebb@tallahasseeyellowcab.com**

Contract/Project Dates (Month and Year): **May 2013 to Present**

Contract Amount: **\$ 120,000.00 / year**

Reference 3:

Scope of Work: **Dispatch over 300,000 trips annually**

Contract/Project Title: **Yellow Cab of Tampa**

Agency: **N/A**

Contact Name/Title: **Louis Minardi**

Contact Telephone: **(813) 917-7946**

Email: **louie@yellowcaboftampa.com**

Contract/Project Dates (Month and Year): **October 2017 to Present**

Contract Amount: **\$ 200,000.00 / year**

Supplier: **B & Service, Inc. d/b/a Yellow Cab**

1. Litigation History

- A. All Vendors are required to disclose to the County all “material” cases filed, pending, or resolved during the last three (3) years prior to the solicitation response due date, whether such cases were brought by or against the Vendor, any parent or subsidiary of the Vendor, or any predecessor organization. Additionally, all Vendors are required to disclose to the County all “material” cases filed, pending, or resolved against any principal of Vendor, regardless of whether the principal was associated with Vendor at the time of the “material” cases against the principal, during the last three (3) years prior to the solicitation response. A case is considered to be “material” if it relates, in whole or in part, to any of the following:
- i. A similar type of work that the vendor is seeking to perform for the County under the current solicitation;
 - ii. An allegation of fraud, negligence, error or omissions, or malpractice against the vendor or any of its principals or agents who would be performing work under the current solicitation;
 - iii. A vendor’s default, termination, suspension, failure to perform, or improper performance in connection with any contract;
 - iv. The financial condition of the vendor, including any bankruptcy petition (voluntary and involuntary) or receivership; or
 - v. A criminal proceeding or hearing concerning business-related offenses in which the vendor or its principals (including officers) were/are defendants.
- B. For each material case, the Vendor is required to provide all information identified in the **Litigation History Form**. Additionally, the Vendor shall provide a copy of any judgment or settlement of any material case during the last three (3) years prior to the solicitation response. Redactions of any confidential portions of the settlement agreement are only permitted upon a certification by Vendor that all redactions are required under the express terms of a pre-existing confidentiality agreement or provision.
- C. The County will consider a Vendor’s litigation history information in its review and determination of responsibility.
- D. If the Vendor is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture.
- E. A vendor is required to disclose to the County any and all cases(s) that exist between the County and any of the Vendor’s subcontractors/subconsultants proposed to work on this project during the last five (5) years prior to the solicitation response.
- F. Failure to disclose any material case, including all requested information in connection with each such case, as well as failure to disclose the Vendor’s subcontractors/subconsultants litigation history against the County, may result in the Vendor being deemed non-responsive.

LITIGATION HISTORY FORM

The completed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

There are no material cases for this Vendor; or

Material Case(s) are disclosed below:

Is this for a: (check type) <input type="checkbox"/> Parent, <input type="checkbox"/> Subsidiary, or <input type="checkbox"/> Predecessor Firm?	If Yes, Name of Parent/Subsidiary/Predecessor:
	or No <input type="checkbox"/>
Party	Vendor is Plaintiff <input type="checkbox"/> Vendor is Defendant <input type="checkbox"/>
Case Number, Name, and Date Filed	
Name of Court or other tribunal	
Type of Case	Bankruptcy <input type="checkbox"/> Civil <input type="checkbox"/> Criminal <input type="checkbox"/> Administrative/Regulatory <input type="checkbox"/>
Claim or Cause of Action and Brief description of each Count	
Brief description of the Subject Matter and Project Involved	
Disposition of Case (Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	Pending <input type="checkbox"/> Settled <input type="checkbox"/> Dismissed <input type="checkbox"/> Judgment Vendor's Favor <input type="checkbox"/> Judgment Against Vendor <input type="checkbox"/> If Judgment Against, is Judgment Satisfied? Yes <input type="checkbox"/> No <input type="checkbox"/>
Opposing Counsel	Name: Email:

Telephone Number:

Vendor Name: B&L Service, Inc.

Supplier: **B & Service, Inc. d/b/a Yellow Cab**

DOMESTIC PARTNERSHIP REQUIREMENTS CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

The Domestic Partnership Act, Section 16 ½ -157, Broward County Code of Ordinances, as amended, requires all Vendors contracting with the County, in an amount over \$100,000 provide benefits to Domestic Partners of its employees, on the same basis as it provides benefits to employees spouses, with certain exceptions as provided by the Ordinance.

For all submittals over \$100,000.00, the Vendor, by virtue of the signature below, certifies that it is aware of the requirements of Broward County's Domestic Partnership Act, Section 16-½ -157, Broward County Code of Ordinances, as amended; and certifies the following: **(check only one below)**.

- 1. The Vendor currently complies with the requirements of the County's Domestic Partnership Act and provides benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 2. The Vendor will comply with the requirements of the County's Domestic Partnership Act at time of contract award and provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.
- 3. The Vendor will not comply with the requirements of the County's Domestic Partnership Act at time of award.
- 4. The Vendor does not need to comply with the requirements of the County's Domestic Partnership Act at time of award because the following exception(s) applies: **(check only one below)**.
 - The Vendor employs less than five (5) employees.
 - The Vendor is a governmental entity, not-for-profit corporation, or charitable organization.
 - The Vendor is a religious organization, association, society, or non-profit charitable or educational institution.
 - The Vendor does not provide benefits to employees' spouses.
 - The Vendor provides an employee the cash equivalent of benefits. (Attach an affidavit in compliance with the Act stating the efforts taken to provide such benefits and the amount of the cash equivalent).
 - The Vendor cannot comply with the provisions of the Domestic Partnership Act because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation (State the law, statute or regulation and attach explanation of its applicability).

John M. Camillo
AUTHORIZED SIGNATURE/ NAME

President
TITLE

11/01/2019
DATE

Supplier: B & Service, Inc. d/b/a Yellow Cab

DRUG-FREE WORKPLACE REQUIREMENT CERTIFICATION FORM

The completed and signed form should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes.

Section 21.31.a. of the Broward County Procurement Code requires awards of all competitive solicitations requiring Board Award be made only to firms certifying the establishment of a drug free workplace.

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The offeror's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

John M. Camillo
AUTHORIZED SIGNATURE/ NAME

President
TITLE

11/01/2019
DATE

Supplier: B & Service, Inc. d/b/a Yellow Cab

SCRUTINIZED COMPANIES LIST REQUIREMENT CERTIFICATION FORM

The completed and signed form(s) should be returned with the Vendor's submittal. If not provided with submittal, the Vendor must submit within three business days of County's request. Vendor may be deemed non responsive for failure to fully comply within stated timeframes.

Any company, principals, or owners on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List is prohibited from submitting a response to a solicitation for goods or services in an amount equal to or greater than \$1 million.

The Vendor, by virtue of the signature below, certifies that:

- a. The Vendor, owners, or principals are aware of the requirements of Sections 287.135, 215.473, and 215.4725 Florida Statutes, regarding Companies on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- b. The Vendor, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; and
- c. If awarded the Contract, the Vendor, owners, or principals will immediately notify the County in writing if any of its principals are placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.

John M. Camillo	President	B & L Service, Inc.	11/01/2019
Authorized Signature/Name	Title	Vendor Name	Date

Supplier: **B & Service, Inc. d/b/a Yellow Cab**

Insurance Requirements: (Refer to the Insurance Requirement Form)

- A. The insurance requirement designated in the **Insurance Requirement Form** indicates the minimum coverage required for the scope of work, as determined by the Risk Management Division. Vendor shall provide verification of compliance such as a Certificate of Insurance, or a letter of verification from the Vendor's insurance agent/broker, which states the ability of the Vendor to meet the requirements upon award. The verification must be submitted within three business days of County's request. Vendor may be deemed non-responsive for failure to fully comply within stated timeframes. Final award shall be subject to receipt and acceptance by the County of proof of meeting all insurance requirements of the bid.
- B. Without limiting any of the other obligations or liabilities of Vendor, Vendor shall provide, pay for, and maintain on a primary basis in force until all of its work to be performed under this Contract has been completed and accepted by County (or for such duration specified), at least the minimum insurance coverage and limits set forth in the Insurance Requirement Form under the following conditions listed below. If a limit or policy is not indicated on Insurance Requirement certificate by a checked box, it is not required as a condition of this contract.
1. Commercial General Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage, and when indicated a minimum limit per aggregate. County is to be expressly included as an Additional Insured in the name of Broward County arising out of operations performed for the County, by or on behalf of Vendor, or acts or omissions of Vendor in connection with general supervision of such operation. If Vendor uses a subcontractor, then Vendor shall require that subcontractor names County as an Additional Insured.
 2. Business Automobile Liability with minimum limits per occurrence, combined single limit for bodily injury and property damage. Scheduled autos shall be listed on Vendor's certificate of insurance. County is to be named as an additional insured in the name of Broward County.

Note: Insurance requirements for Automobile Liability are not applicable where delivery will be made by a third party carrier. All vendors that will be making deliveries in their own vehicles are required to provide proof of insurance for Automobile Liability and other pertinent coverages as indicated on the Insurance Requirement certificate, prior to award. If deliveries are being made by a third party carrier, other pertinent coverages listed on the Insurance Requirement certificate are still required.

Vendor should indicate how product is being delivered:

Vendor Name: **N/A**

Company Vehicle: Yes or No

If Common Carrier (indicate carrier):

Other: **N/A**

3. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, the "Workers' Compensation Law" of the State of Florida and all applicable federal

laws. The policy must include Employers' Liability with minimum limits each accident. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

4. Excess Liability/Umbrella Insurance may be used to satisfy the minimum liability limits required; however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for the underlying liability policy. Vendor shall endorse County as an Additional Insured unless the policy provides coverage on a pure/true "Follow-form" basis.
5. Builder's Risk or equivalent coverage (such as Property Insurance or Installation Floater) is required as a condition precedent to the issuance of the Second Notice to Proceed for projects involving but not limited to: changes to a building's structural elements, work compromising the exterior of the building for any extended period of time, installation of a large single component, or remodeling where the cost of remodeling is 20% or more the value of the property. Coverage shall be, "All Risks" Completed Value form with a deductible not to exceed Ten Thousand Dollars (\$10,000.00) each claim for all perils except for wind and flood.
6. For the peril of wind, the Vendor shall maintain a deductible that is commercially feasible which does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
7. For the peril of flood, coverage must be afforded for the lesser of the total insurable value of such buildings or structures, and the maximum amount of flood insurance coverage available under the National Flood Program. Vendor shall maintain a deductible that is commercially feasible and does not exceed five percent (5%) of the value of the Contract price. Such Policy shall reflect Broward County as an additional loss payee.
8. The County reserves the right to provide Property Insurance covering the Project, materials, equipment and supplies intended for specific installation in the Project while such materials, equipment and supplies are located at the Project site, in transit, or while temporarily located away from the Project site. This coverage will not cover any of the Vendor's or subcontractors' tools, equipment, machinery or provide any business interruption or time element coverage to the Vendor(s).
9. If the County decides to purchase Property Insurance or provide for coverage under its existing insurance policy for this Project, then the insurance required to be carried by the Vendor may be modified to account for the insurance being provided by the County. Such modification may also include execution of Waiver of Subrogation documentation.
10. In the event that a claim occurs for this Project and is made upon the County's insurance policy, for other than a windstorm, Vendor will pay at least Ten Thousand Dollars (\$10,000.00) of the deductible amount for such claim.
11. Waiver of Occupancy Clause or Warranty: Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building (s), addition(s) or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must be endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance by County.
12. Pollution Liability or Environmental Impairment Liability: including clean-up costs, with minimum limits per claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated, include an annual policy aggregate and name Broward County as an Additional Insured. Vendor shall be responsible for all deductibles in the event of a claim.

13. Professional Liability Insurance with minimum limits for each claim, subject to a maximum deductible per claim. Such policy shall remain in force for the minimum length of time indicated. Vendor shall notify County in writing within thirty (30) days of any claim filed or made against its Professional Liability Insurance policy. Vendor shall be responsible for all deductibles in the event of a claim. The deductible shall be indicated on the Vendor's Certificate of Insurance.
- C. Coverage must be afforded on a form no more restrictive than the latest edition of the respective policy form as filed by the Insurance Services Office. If the initial insurance expires prior to the completion and acceptance of the Work, renewal certificates shall be furnished upon expiration. County reserves the right to obtain a certified copy of any insurance policy required by this Section within fifteen (15) calendar days of a written request by County.
 - D. Notice of Cancellation and/or Restriction: the policy(ies) must be endorsed to provide Broward County with at least thirty (30) days' notice of cancellation and/or restriction.
 - E. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
 - F. Broward County's Risk Management Division reserves the right, but not the obligation, to review and revise any insurance requirements at the time of contract renewal and/or any amendments, not limited to deductibles, limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage.