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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST**

RAMON SINGLEY, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

BLS LIMOUSINE SERVICE OF LOS
ANGELES, INC. a California corporation;
and DOES 1 through 50,

Defendants.

Case No.: BC619822

**DECLARATION OF ELIZABETH
KRUCKENBERG ON BEHALF OF SETTLEMENT
ADMINISTRATOR WITH RESPECT TO
OPT OUTS, AND OBJECTIONS RECEIVED**

Judge: Hon. Kenneth R. Freeman
Date: February 27, 2018
Time: 3:00 p.m.
Dept: 310

1 I, Elizabeth Kruckenberg, declare as follows:

2 I. I am the Director of Case Management at Phoenix Settlement Administrators (PSA), the
3 Court-appointed Class Action Settlement Administrator for *Ramon Singley v. BLS Limousine Service of*
4 *Los Angeles, Inc* I have personal knowledge of the facts stated herein and, if called upon to testify, I
5 could and would testify competently to such facts.

6 2. PSA was selected by the Parties to provide notice of the Settlement and class
7 administration duties in this action. Pursuant to the Settlement Agreement for this matter, PSA was
8 responsible for (i) preparing, printing, and mailing the *Notice of Proposed Class Action Settlement*
9 (herein referred to collectively as the "Notice Packet"); (ii) responding to inquiries from Class Members;
10 (iii) determining the validity of opt-outs; (iv) calculating the Net Settlement Amount and the Individual
11 Settlement payments; (v) issuing the Individual Settlement Payment checks and distributing them to
12 Participating Class Members; (vi) issuing the payment to Class Counsel for attorneys' fees and costs, the
13 Enhancement check to Named Plaintiff, and the employer payroll taxes to the appropriate taxing
14 authorities; and (vii) such other tasks as set forth in the Agreement or as the Parties mutually agree or as
15 the Court orders.

16 3. On, November 17, 2017, PSA received a data file from Defense Counsel that contained
17 names, last known mailing addresses, Social Security numbers, and the total number of Pay Periods a
18 Class Member was issued an itemized wage statement during the Class Period. The final mailing list
19 contained two hundred sixty-two (262) Class Members.

20 4. On, November 21, 2017, PSA conducted a National Change of Address (NCOA) search
21 in an attempt to update the class list of addresses as accurately as possible. A search of this database
22 provides updated addresses for any individual who has moved in the previous four years and notified the
23 U.S. Postal Service of their change of address.

24 5. On November 27, 2017, PSA mailed the notice packet via U.S. first class mail, in English
25 to all contained two hundred sixty-two (262) Class Members on the Class List. A true and correct copy
26 of the mailed notice packet is attached hereto as **Exhibit "A."**

27 6. As of the date of this declaration, thirty-one (31) Notice Packets have been returned to
28 PSA. None were returned with a forwarding address. For the thirty-one (31) Notice Packets returned
29 from the Post Office without a forwarding address, PSA attempted to locate a current mailing address

1 using TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
2 Of the thirty-one (31) Notice Packets that were skip traced, twenty-three (23) updated addresses were
3 obtained and the Notice Packets were promptly re-mailed to those Class Members via first class mail.

4 7. As of the date of this declaration, ten (10) Notice Packets are considered undeliverable.
5 Specifically, eight (8) Notice Packets were undeliverable since an updated address could not be obtained
6 and two (2) were returned a second time.

7 8. PSA has received zero (0) Requests for Exclusion (i.e. "Opt-Out's"). The deadline for
8 Class Members to have submitted an "Opt-Out" request is January 26, 2017.

9 9. PSA has received zero (0) Objections to the Settlement. The deadline for Class
10 Members to have submitted an "Objection" to the Settlement is January 26, 2017.

11 10. There are no outstanding disputes.

12 11. The Net Settlement Fund of \$266,285.22 available to pay Class Members was determined
13 by subtracting the Class Counsel attorneys' fees (\$150,000.00), Class Counsel costs payment
14 (\$4,714.78), Class Representative Enhancement Awards (\$15,000.00), the LWDA distribution
15 (\$7,500.00), and the Claims Administrator costs (\$6,500) from the Gross Settlement Fund
16 (\$450,000.00). Based upon the calculations stipulated in the Settlement, the highest individual
17 settlement payment to be paid will be approximately \$1,789.30, and the lowest individual settlement
18 payment to be paid will be approximately \$14.55, with the average individual settlement payment to be
19 paid being approximately \$1,016.36, without applicable taxes, withholdings, and employee
20 garnishments.

21 12. PSA's costs associated with the administration of this matter are \$6,500.00. This includes
22 all costs incurred to date, as well as estimated costs involved in completing the settlement distribution. A
23 true and correct copy of the invoice from PSA is attached hereto as **Exhibit "B."**

24 I declare under penalty of perjury of the laws of the State of California that the foregoing is true
25 and correct.

26 Executed this 26th day of January 2018, at Orange, California.

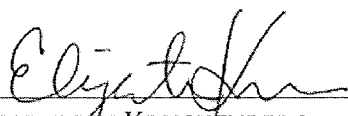
27
28 
29 ELIZABETH KRUCKENBERG

Exhibit A

SUPERIOR COURT OF THE STATE OF CALIFORNIA LOS ANGELES COUNTY
Ramon Singley v. BLS Limousine Service of Los Angeles, Inc.
Case No. BC619822

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

PSAID «ID»
«FirstName» «LastName»
«Address1» «Address2»
«City» «Abbrev» «Zip»

YOU ARE ESTIMATED TO RECEIVE APPROXIMATELY \$«EstSettAmnt_CALC» THROUGH THIS CLASS ACTION SETTLEMENT (Based on BLS' records, you were issued itemized wage statements for <<*>> pay periods during the Class Period).**

To: All current and former employees who were employed by BLS Limousine Service of Los Angeles, Inc. in the State of California at any time from May 9, 2015, through February 17, 2017.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.
YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED SETTLEMENT.

TO RECEIVE YOUR SHARE, YOU DO NOT NEED TO DO ANYTHING.

This Notice is Court Approved. This is not a solicitation from an attorney.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a proposed settlement (the "Settlement") has been reached of a class action lawsuit entitled *Ramon Singley v. BLS Limousine Service of Los Angeles, Inc.*, currently pending in the Superior Court of the State of California Los Angeles County, Case No. BC619822 (the "Lawsuit").

The Notice explains the nature of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff Ramon Singley ("Class Representative") filed a complaint in this Court against BLS Limousine Service of Los Angeles, Inc. ("BLS") on May 9, 2016, alleging that Class Members received wage statements that violated the law and received the untimely payment of wages after the close of the pay period. For these alleged violations, the Class Representative sought statutory and civil penalties. BLS vehemently denies the allegations in the Lawsuit and is prepared to defend the action vigorously. The Court has not made a ruling on the merits of the action.

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Ramon Singley, a former employee of BLS, is the Class Representative or Named Plaintiff in the Lawsuit, and asserts claims on behalf of himself and the class. BLS is the Defendant. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All current and former employees of BLS in the state of California at any time between May 9, 2015 through February 17, 2017.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on October 17, 2017 in the Superior Court of the State of California for Los Angeles County, at which Judge Kenneth R. Freeman preliminarily approved the Settlement of this Lawsuit. The Settlement will resolve the following claims against BLS: (1) all claims for violations of Labor Code section 204 predicated on the untimely payment of wages after the close of the pay period and (2) all claims for improperly itemized wage statements pursuant to California Labor Code section 226.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by BLS that the claims in the Lawsuit have merit or that BLS has any liability to the Plaintiff or the Class Members on those claims. The Court has made no ruling on the merits of the Lawsuit.

The parties have agreed to settle the case for a maximum of \$450,000 ("Gross Settlement Amount"). Under the terms of the settlement, the following payments have been agreed to: (1) attorneys' fees not to exceed \$150,000; (2) all documented litigation costs to Class Counsel, in amounts set by the Court, not to exceed \$15,000; (3) service payment to the class representative Ramon Singley for services in the Lawsuit, in an amount not to exceed \$15,000; (4) administration settlement costs of approximately \$6,500; and (5) \$7,500.00 will be paid to the Labor Workforce Development Agency, State of California, representing civil penalties alleged in this matter. The amount of money remaining after these payments, which is approximately \$256,000, is the amount that will be distributed to individuals who do not opt-out of this settlement based on the number of pay periods each Class Member was issued an itemized wage statement (i.e., pay stub) between May 9, 2015 through October 17, 2017 ("Class Period"). This amount is known as the "Net Settlement Amount."

The Settlement Administrator will determine each eligible Class Member's settlement payment by dividing the Net Settlement Amount by the total number of pay periods all Class Member were issued an itemized wage statement during the Class Period, resulting in a dollar value per pay period, and then multiplying this value to the number of pay periods each Class Member was issued an itemized wage statement during the Class Period. All claims will be paid from the Net Settlement Amount.

6. HOW DOES THE SETTLEMENT AFFECT MY RIGHTS?

If the Settlement is approved, the Court will enter a Final Order and Judgment.

Upon such Order and Judgment, you will release the following claims, and will be barred from prosecuting any and all such claims against BLS:

Any and all of the Class Members' claims, causes of action, damages, wages, benefits, expenses, penalties, debts, rights, demands, liabilities, obligations, attorneys' fees, costs, and any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or unknown, suspected or unsuspected, arising from, or related to the same set of operative facts as those alleged in the Action, including the Complaint, against BLS, that accrued at any time during the Class Period, as follows: (1) all claims for improperly itemized wage statements pursuant to California Labor Code section 226; and (2) all claims for untimely payment of wages pursuant to California Labor Code section 204; and (3) all claims pursuant to the California Private Attorney General Act, California Labor Code § 2699 et seq. ("PAGA") that are predicated upon any violations of California Labor Code sections 204 and 226 (the "Released Claims").

The Judgment will resolve the claims to the extent provided in the Settlement Agreement and will permanently bar all Class Members from prosecuting any and all such claims against BLS. You will remain bound by the Settlement, and you cannot sue, continue to sue or be a part of any other lawsuit about the Released Claims. It also means that all of the Court's orders will apply to you and legally bind you.

The precise definitions of the capitalized terms in the paragraphs above can be found in the Joint Stipulation of Class Action Settlement, which can be viewed at the Courthouse (Los Angeles County Court House located at 600 S Commonwealth Ave, Los Angeles, California 90005) during normal business hours.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to participate in the settlement. You will receive a monetary award from this Settlement approximately thirty (30) days after the Final Approval Hearing on February 27, 2018, if the Settlement is approved and no objections are made. Class Counsel, appointed and approved by the Court for settlement purposes only, will represent you.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written request for exclusion to the Settlement Administrator at the following address: Ramon Singley v. BLS Limousine Service of Los Angeles, Inc c/o Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863. Requests for Exclusion must: (1) contain your name, signature, address, telephone number, and the last four digits of your social security number; (2) clearly state that you do not wish to be included in the Settlement; (3) be returned to the Settlement Administration at the specified address; and (4) be postmarked on or before January 26, 2018.

If you timely request to be excluded from the settlement, you will not receive any payment under the Settlement and will not be bound by anything that happens in this Lawsuit.

Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice.

Class Counsel will not represent your interests if you request to be excluded.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Class Member who does not request exclusion can object to any of the terms of the Settlement before the Final Approval Hearing. If you have not requested to be excluded and want to object to the Settlement, you must mail a written objection to the Settlement Administrator at the following address: Ramon Singley v. BLS Limousine Service of Los Angeles, Inc, c/o Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863. Your written objection must be postmarked on or before January 26, 2018. You may also appear personally at the Final Approval Hearing to object, or through your own counsel, paid for at your own expense. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive a monetary award.

10. WHAT IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the Settlement whether or not they cash their Individual Settlement Payments. Final approval of the Settlement will bar any Settlement Class Member who does not request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims during the period between May 9, 2015 through October 17, 2017.

11. WILL THE CLASS REPRESENTATIVE BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Ramon Singley will request a service award of up to \$15,000.00 for his service as Class Representative and for his efforts in bringing the Lawsuit. The Court will make the final decision as to the amount to be paid to the representative Plaintiff.

12. DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that the interests of Plaintiff and the Class Members are represented by:

Larry W. Lee
Kristen Agnew
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

(collectively, "Class Counsel"). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

13. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed \$150,000 for their attorneys' fees and litigation costs not exceeding \$15,000. The actual amount awarded to Class Counsel will be determined by the Court.

14. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for a service award to the representative Plaintiff.

15. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on February 27, 2018 at 3 p.m., in Department 310 of the Superior Court for the State of California Los Angeles County, which is located at 600 S Commonwealth Ave, Los Angeles, California 90005 ("Final Approval Hearing").

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing. However, you have the right to attend the Final Approval Hearing. If you plan to attend the Final Approval Hearing, you may contact Class Counsel to confirm the date and time. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue.

16. MAY I SPEAK AT THE FINAL APPROVAL HEARING?

At the Final Approval Hearing, the Court will be available to hear any objections and arguments concerning the Settlement. You may attend, but you do not have to attend. If you have not requested to be excluded, you may object at the Final Approval Hearing. If you have requested exclusion from the Settlement, however, you may not speak at the Final Approval Hearing.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Joint Stipulation of Class Action Settlement (which defines the capitalized terms used in this Notice and provides a brief summary of what has happened in the Lawsuit), the amendment thereto, the Court's Preliminary Approval Order, the operative Complaint filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files at the Clerk's office at the Superior Court for the State of California Los Angeles County during normal business hours. The Courthouse is located at 600 S Commonwealth Ave, Los Angeles, California 90005.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Singley/BLS Class Action Settlement.

Singley v. BLS
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
(800) 523-5773

You may also contact the attorneys for the Class, whose names and contact information is listed above.

18. WHAT IF MY INFORMATION CHANGES?

If, after you receive this Notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

**DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK
OF THE COURT OR THE JUDGE**

Exhibit B



PHOENIX SETTLEMENT ADMINISTRATORS

CLASS ACTION SETTLEMENT SOLUTIONS

January 26, 2018

Case: Singley v. BLS Limo

CASE ASSUMPTIONS			
Class Members	262		
Opt-Outs	0		
Subtotal Admin Only	\$7,447.47		
Inclusive Valued Price	\$6,500.00		

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS) / Static Website			
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	2	\$200.00
Programming Database & Setup	\$100.00	2	\$200.00
Toll Free Setup*	\$150.00	2	\$300.00
Call Center & Long Distance	\$2.50	100	\$250.00
NCOA (USPS)	\$120.00	1	\$120.00
		Total	\$1,070.00

Data Merger & Scrub / Notice, Claim Form, Opt-Out Form & Postage / Reminder Postcard			
Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.15	262	\$39.30
Notice Package	\$1.50	262	\$393.00
Estimated Postage (up to 1 oz.)*	\$0.49	262	\$128.38
		Total	\$760.68

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	4	\$220.00
Skip Tracing Undeliverables	\$0.85	31	\$26.35
Remail Notice Packets	\$1.15	24	\$27.60
Estimated Postage	\$0.49	24	\$11.76
Programming Undeliverables	\$50.00	1	\$50.00
		Total	\$335.71

Database Programming / Processing Opt-Outs, Deficiencies or Disputes				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Programming Claims Database	\$150.00	2	\$300.00	
Claims Processing	\$200.00	1	\$200.00	
Case Associate	\$55.00	3	\$165.00	
Opt-Outs/Deficiency/Dispute Letters	\$5.00	0	\$0.00	
Case Manager	\$85.00	4	\$340.00	
		Total		\$1,005.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks				
Administrative Tasks:	Rate	Hours/Units	Line Item Estimate	
Programming Calculations	\$135.00	2	\$270.00	
Disbursement Review	\$135.00	2	\$270.00	
Programming Manager	\$95.00	2	\$190.00	
QSF Bank Account & EIN	\$135.00	2	\$270.00	
Check Run Setup & Printing	\$135.00	2	\$270.00	
Mail Class Checks *	\$0.85	262	\$222.70	
Estimated Postage	\$0.49	262	\$128.38	
		Total		\$1,621.08

Tax Reporting & Reconciliation / Re-issuance of Checks / Conclusion Reports and Declarations				
Project Action:	Rate	Hours/Units	Line Item Estimate	
Case Supervisor	\$115.00	3	\$345.00	
Case Associate	\$55.00	2	\$110.00	
Reconcile Uncashed Checks	\$85.00	2	\$170.00	
Conclusion Reports	\$115.00	2	\$230.00	
Case Manager Conclusion	\$85.00	2	\$170.00	
Final Reporting & Declarations	\$115.00	2	\$230.00	
IRS & QSF Annual Tax Reporting *	\$1,400.00	1	\$1,400.00	
(State Tax Reporting Included)				
		Total		\$2,655.00

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$7,447.47

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PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 South Figueroa Street, Suite 1250, Los Angeles, California 90071.

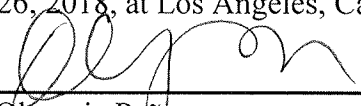
On January 26, 2018, I served the following document(s) described as:
DECLARATION OF ELIZABETH KRUCKENBERG ON BEHALF OF SETTLEMENT ADMINISTRATOR WITH RESPECT TO OPT OUTS, AND OBJECTIONS RECEIVED
on the interested parties in this action as follows:

John K. Skousen, Esq.
Christopher M. Ahearn, Esq.
Fisher & Phillips, LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Attorney for Defendant BLS Limousine Service of Los Angeles, Inc.

 X BY ELECTRONIC SERVICE VIA CASE ANYWHERE: Based on a Court Order I caused the above-entitled document(s) to be served through Case Anywhere at the website www.caseanywhere.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the Case Anywhere Filing Receipt/Confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 26, 2018, at Los Angeles, California.



Olympia Peña