

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq., Cal. Bar No. 185123
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq., Cal. Bar No. 260264
kelsey@kingsleykingsley.com
JUSTIN M. AUFDERHAR, Esq., Cal. Bar No. 314023
justin@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

CRYSTAL MARTINEZ RAMIREZ, an
individual, on behalf of herself and others
similarly situated

PLAINTIFF,

v.

SP PLUS CORPORATION; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. BC614253

[Case Assigned for All Purposes to Hon.
Robert B. Broadbelt in Dept. 53]

**DECLARATION OF KELSEY M.
SZAMET IN SUPPORT OF
PLAINTIFF'S NOTICE OF MOTION
AND MOTION FOR FINAL APPROVAL
OF CLASS SETTLEMENT**

*[Filed concurrently with Notice of Motion
and Motion for Final Approval of Attorneys'
Fees and Costs; Memorandum of Points and
Authorities, Declarations of Kelsey M.
Szamet, Crystal Martinez Ramirez and
Abigail Schwartz, Proposed Order, and
Proposed Judgment]*

Date: April 16, 2019

Time: 8:30 a.m.

Dept.: 53

Reservation ID: 917587802704

Complaint Filed: March 18, 2016
FAC: November 19, 2018

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I, Kelsey M. Szamet, declare as follows:

1. I am an attorney licensed to practice before all of the courts of the State of California. I am the attorney of record for Plaintiff Crystal Martinez Ramirez in the above-entitled action. I have personal knowledge of the facts set forth herein, and if called upon as a witness, I could and would testify competently thereto.

2. I make this declaration in support of Plaintiff's Motions for Final Approval of Class Action Settlement and Plaintiff's Motion for Approval Attorneys' Fees and Costs in the above-captioned case.

3. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

4. I have been involved in all of the settlement discussions leading to the present settlement as embodied in the Joint Stipulation of Resolution and Addendum to the Stipulation for Resolution (“Settlement Agreement”). A true and correct copy of the Settlement Agreement is attached hereto as Exhibit “A”.

LITIGATION BACKGROUND

5. On February 4, 2016, Plaintiff sent a letter to Defendant and the Labor Workforce Development agency giving notice of her intent to pursue a representative action under the California Labor Code's Private Attorneys General Act ("PAGA") on behalf of herself, the State of California, and on behalf of a proposed group of aggrieved employees.

6. Plaintiff received confirmation that the LWDA was electronically served on February 4, 2016 and Defendant received the letter on February 8, 2016.

7. On March 18, 2016, Plaintiff filed a representative action under the California Labor Code's Private Attorneys General Act ("PAGA") alleging that Defendant provided Plaintiff and other aggrieved employees with incomplete wage statements that violated Labor Code §

1 226(a) and that it failed to reimburse expenses as required under Labor Code § 2802.

2 8. After the matter was at issue, the Parties began to engage in formal and informal
3 discovery to understand the nature of the allegations and the scope of potential liability.

4 9. The Parties exchanged pertinent documents, information, and data concerning the
5 claims set forth in the Lawsuit, including Defendant's policies and practices regarding the alleged
6 violations of Labor Code §§ 226 and 2802, the number of allegedly violative wage statements at
7 issue, all versions of itemized wage statements issued to the class, the number of pay periods at
8 issue, as well as information regarding the number of allegedly affected employees.

9 10. Defendant also produced Plaintiff's wage statements, time records, personnel file,
10 payroll records, and other relevant documents.

11 11. Plaintiff was provided with the information necessary to fully-investigate the
12 claims at issue and evaluate the potential strengths and weaknesses of the claims at issue.

13 12. Through substantial formal and informal discovery and attendant discussions
14 between the Parties, Plaintiff learned that the number of Settlement Class Members is
15 approximately 5,040 (including Plaintiff) and there are 134,255 itemized wage statements at issue.

16 13. On August 22, 2017, the Parties engaged in good faith, arms-length negotiations
17 during a day-long mediation with the assistance of the Hon. Herbert B. Hoffman (Ret.). The
18 Parties were unable to reach a settlement that day, but agreed to engage in further discussions aided
19 by Judge Hoffman. After further discussions and the gathering of more information, the Parties
20 then conducted a second full-day mediation with Judge Hoffman on October 18, 2017. Again, the
21 Parties were unable to reach resolution that day. But after months of continued arms-length
22 negotiations conducted by Judge Hoffman, the Parties were able to reach a settlement of the
23 Lawsuit subject to the approval of the Court.

24 14. The Parties entered into a Memorandum of Understanding ("MOU"), effective
25 December 19, 2017.

26 15. As part of settlement, the Parties agreed that Plaintiff shall file an amended
27 complaint, adding class claims under Labor Code §§ 226 and 2802.

28 16. The FAC was filed on November 19, 2018.

17. Accordingly, on June 26, 2018, Plaintiff submitted a joint stipulation permitting Plaintiff to file a First Amended Complaint (“FAC”).

18. On August 13, 2018, Plaintiff filed her Motion for Preliminary Approval of Class Settlement.

19. On August 22, 2018, Ms. Huda's counsel filed an objection to Plaintiff's Motion for Preliminary Approval.

20. Plaintiff filed a response to Ms. Huda's objection on August 30, 2018 on the grounds the objection was premature and lacks merit.

21. Defendant also filed a response to Ms. Huda's objection.

22. At the September 6, 2018, Preliminary Approval hearing , Judge Anthony J. Mohr declined to entertain the premature objection, finding that the proper time to consider objections was at final approval, not preliminary approval.

23. Judge Anthony J. Mohr granted Preliminary Approval of the Settlement Agreement on November 16, 2018.

24. After Preliminary Approval was granted, the Parties carried out the Notice process set forth in detail in the Settlement Agreement.

25. On February 5, 2019, through her Counsel, Sarah Huda submitted a request for exclusion (i.e., “opt-out”) and a notice of objection to the class settlement.

26. Because Ms. Huda objected at preliminary approval, Plaintiff's counsel anticipates that Ms. Huda's counsel may file an objection to Plaintiff's instant Motion for Final Approval.

SETTLEMENT

27. For purposes of Settlement, the Settlement Class is defined as: all current and former employees who work/worked for Defendant in the State of California during the “Covered Period.”

28. The “Covered Period” is tailored to the alleged violation: (1) Labor Code § 226(a) violations for the period of January 1, 2016 to November 16, 2018; (2) Labor Code § 2802 violations for the period of March 3, 2015 to November 16, 2018; (3) PAGA violations arising from Labor Code § 226(a) for the period of January 1, 2016 to November 16, 2018; and (4) PAGA

Violations arising from Labor Code § 2802 for the period of March 3, 2015 to November 16, 2018.

29. November 16, 2018 is the date Judge Anthony J. Mohr granted preliminary approval.

30. There is a single objection, which is from Ms. Huda.

31. The Gross Settlement Amount includes the sum of the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel's Attorney's Fees and Costs, PAGA Payment, and the Settlement Administration Costs, as specified in the Settlement Agreement.

32. Plaintiff now requests final approval of the allocation of the Gross Settlement Amount to determine the Net Settlement Amount for distribution to the Settlement Class as follows:

Gross Settlement Amount	\$ 1,180,000.00
Class Representative Enhancement	\$ 5,000.00
Class Counsel's Fees (1/3 of Gross)	\$ 393,333.33
Class Counsel's Costs	\$ 11,000.00
PAGA Payment (\$25,000 with 75% or \$18,750 to LWDA)	\$ 18,750.00
Settlement Administration Costs	\$ 27,500.00
Net Settlement Amount	\$ 724,416.67

CLASS NOTICE

33. The Parties agreed to, and the Court preliminary approved, a checks-mailed settlement without the possibility of reversion of settlement funds to Defendant.

34. Under the Settlement, any checks issued to Settlement Class Members shall remain valid and negotiable for 180 days from the date of their issuance.

35. Class Counsel has learned recently from the Claims Administrator that the Department of Industrial Relations Unpaid Wages Fund will no longer accept such funds.

36. As such, Class Counsel believes it is appropriate to distribute any uncashed funds to the non-profit Bet Tzedek pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C).

37. Bet Tzedek provides free legal services to low-wage workers that are denied their rights under the Labor Code.

38. Thus, there is a strong nexus between the mission of Bet Tzedek and the interests

1 of this litigation.

2 39. On February 5, 2019, Sarah Huda submitted a request for exclusion and a notice of
3 objection to the class settlement.

4 40. "Released Claims" refers to:

5 [A]ll claims ... that are alleged, or that could have been
6 alleged against Defendant *arising out of the facts,*
7 *circumstances, and primary rights in the Complaint...*
8 This release shall include ... claims that were raised, or that
9 could have been raised ... based on the facts alleged, or that
10 could have been alleged against Defendant *arising out of the*
11 *facts, circumstances, and primary rights in the Complaint.*

12 41. In the present case, Plaintiff alleged facts and theories of liability in the FAC
13 relating only to violations of Labor Code §§ 226 and 2802; and a derivative PAGA claim based
14 on these underlying violations.

15 42. Lastly, the Cal. Civ. Code § 1542 waiver is applicable only to the named plaintiff.

16 **THE COURT SHOULD GRANT FINAL APPROVAL**

17 43. As to the first *Dunk* factor, this settlement is the result of adversarial, non-collusive,
18 and arms-length negotiations. All settlement discussions were made by experienced and informed
19 counsel, who believe that this settlement represents a favorable resolution for the Class.

20 44. Second, the Parties engaged in formal and informal discovery that permitted Class
21 Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

22 45. The Parties exchanged information concerning the claims set forth in the Lawsuit,
23 including Defendant's policies and practices regarding the alleged violations of Labor Code §§
24 226 and 2802, the number of allegedly violative wage statements at issue, all versions of itemized
25 wage statements issued to the class, the number of pay periods at issue, as well as information
26 regarding the number of allegedly affected employees.

27 46. Defendant also produced Plaintiff's wage statements, time records, personnel file,
28 payroll records, and other relevant documents.

47. Receipt of appropriate discovery allowed Class Counsel to fairly evaluate the
exposure and risks associated with each claim alleged in the lawsuit.

48. Through substantial formal and informal discovery and attendant discussions

1 between the Parties, Plaintiff learned that the number of Settlement Class Members is
2 approximately 5,040 (including Plaintiff) and there are 134,255 itemized wage statements at issue.

3 49. Third, Class Counsel have significant experience in cases of this type, including
4 over 18 years prosecuting wage, hour, and working condition violations.

5 50. Class Counsel is thus qualified to evaluate the class claims and viability of the
6 defenses. Class Counsel believes that the settlement is fair, reasonable, adequate, and in the best
7 interests of the class, given the risks inherent in litigation and the defenses asserted.

8 51. Finally, the fourth *Dunk* factor considers the percentage of objectors. Here, there is
9 only a single objection, which is from Ms. Huda.

10 **CLASS COUNSEL'S KULLAR ANALYSIS**

11 52. The proposed settlement satisfies each of these factors.

12 **a) The Risks Associated with the Wage Statement Claim**

13 53. Here, Plaintiff alleged that Defendant issued wage statements that violate this
14 provision by issuing itemized wage statements that fail to show four specific categories set forth
15 in Labor Code §226(a)(6)-(9).

16 54. Specifically, Plaintiff alleged that Defendant failed to include the inclusive dates of
17 the period for which the employee is paid, the name of the employee, the name of the employer,
18 and all applicable hourly rates in effect during the pay period and the corresponding number of
19 hours worked at each hourly rate by the employee.

20 55. Plaintiff takes the position that Defendant's itemized wage statements simply do
21 not show the required information.

22 56. Given that Plaintiff believes she could establish that at least some of the itemized
23 wage statements issued by Defendant did not include the required information, Plaintiff was
24 reasonably confident that she could establish that Defendant violated Labor Code § 226(a).

25 57. However, there were certainly risks to be weighed.

26 58. As explained below, Plaintiff perceived little risk that she could satisfy the injury
27 requirement for at least three of the violations of Labor Code § 226(a).

28 59. However, Plaintiff perceived substantial risk in proving the Labor Code § 226(a)

1 violation was “knowing and intentional.”

2 60. Regarding the injury requirement, Defendant maintained that Plaintiff could not
3 articulate a cognizable injury here.

4 61. Here, Plaintiff alleged that Defendant failed to include the inclusive dates of the
5 period for which the employee is paid (Labor Code § 226(a)(6)), the name of the employee (Labor
6 Code § 226(a)(7)), the name of the employer (Labor Code § 226(a)(8)), and all applicable hourly
7 rates in effect during the pay period and the corresponding number of hours worked at each hourly
8 rate by the employee. (Labor Code § 226(a)(9)).

9 62. Plaintiff maintains that, “from the wage statement alone,” the class cannot
10 reasonably ascertain any of this information.

11 63. Plaintiff certainly anticipated that Defendant would argue Plaintiff could easily
12 determine the start date of the pay period from the face of the wage statement alone by simply
13 counting back from the listed end date of the pay period and likewise.

14 64. Contrary to Defendant’s anticipated argument, Plaintiff maintains that Plaintiff
15 would have to look at documents outside the four corners of the wage statement to determine the
16 exact dates of Defendant’s pay periods.

17 65. Nonetheless, Plaintiff had to acknowledge that there was risk that the trier of fact
18 would determine that the start date of the pay period could easily be determined from the face of
19 the wage statement alone.

20 66. As it relates to the other three alleged violations of Labor Code §226(a), however,
21 Plaintiff perceived little risk that she would be able to establish injury.

22 67. Most importantly from a risk analysis perspective, however, is Plaintiff’s ability to
23 show that any alleged Section 226(a) violation was “knowing and intentional.”

24 68. Defendant maintained that if a Court determined that there was any violation, it
25 would be only a technical violation of Labor Code § 226(a) that did not merit the imposition of
26 penalties.

27 69. Plaintiff takes the position that issuing wage statements to over 5,000 class
28 members since January 1, 2016 to November 16, 2018 is unlikely to be a mere clerical or

1 inadvertent error.

2 70. Nevertheless, Plaintiff had to recognize that there was risk that a trier of fact might
3 ultimately be swayed by Defendant's argument, and award *nothing* for the class claims under
4 Labor Code § 226.

5 71. The risk that the class could obtain nothing at trial warranted a significant discount.

6 72. Here, the maximum available penalty would be \$13,173,500.

7 73. $\$13,173,500 = ((\text{initial violation of } 5,040 \text{ [No. of approx. class members at} \\ 8 \text{ mediation]} \times \$50 = \$252,000) + (\text{subsequent violation of } 129,215 \text{ [No. of subsequent wage} \\ 9 \text{ statements in class period]} \times \$100 = \$12,921,500)).$

10 74. This number is actually overstated because it does not account for the \$4,000
11 maximum penalty per individual.

12 75. For class members who worked the entire class period the \$4,000 maximum would
13 be hit thereby lowering the overall potential penalty recovery.

14 **b) The Risks Associated with the Labor Code § 2802 Claim**

15 76. As it relates to the Labor Code § 2802 allegations, there was also cognizable risk.

16 77. Plaintiff maintained that she was required to clock in and out using her cellphone.

17 78. Defendant strongly disputed this, and maintained that if Plaintiff or any other
18 workers did clock in and out using their personal cellphone, it was only a very limited group of
19 employees working at a handful of parking of kiosks and those employees also generally had other
20 available means to clock in and out such as through a desktop computer or landline telephone.

21 79. Plaintiff's Counsel vetted these arguments with Plaintiff Ramirez.

22 80. In the end, Plaintiff disputed these facts, but if Defendant were able to establish
23 such facts, there could potentially be zero liability associated with this claim.

24 81. In addition, there was no evidence of a written policy requiring the class to clock-
25 in/clock-out on personal cell-phones.

26 82. The lack of a written policy created a strong risk that the Labor Code § 2802 claim
27 would not be certified, as Defendant would argue that a person-by-person inquiry would have to
28 conducted and that individual issues certainly predominated as a result.

83. If the case proceeded to trial, Plaintiff would have to rely on oral testimony to not only prove the underlying § 2802 violation, but also to show that the requirements of class certification are met.

84. Moreover, even if Plaintiff were able to establish the facts and liability on this claim as to the entire class or even a smaller subclass, there is a question as to what amount could be recoverable.

85. If an employee is simply using a personal cellphone for a limited amount of time per shift, there is an open question as to what amount an employer is responsible for if that employee would have maintained the same personal cellphone anyway.

86. Assuming the Court found that the Class was required to use their personal cellphone to clock in and out without a secondary option available, the Court could still be persuaded by the argument that the Class merely used personal cellphones for minutes or seconds per shift to clock in and out.

87. Thus, even if Plaintiff established liability, she could potentially be awarded mere dollars or pennies as a “reasonable percentage” of her overall monthly cellphone costs.

88. Considering the foregoing serious risks on the merits, class certification, and calculating damages, Plaintiff believed that it was reasonable to value the reimbursement of cell-phone expenses at \$10 per month, per employee.

89. Using 5,040 Class Members, the maximum amount is amount \$2,116,800 (42 months x \$10/person x 5,040).

c) The Risks Associated with the PAGA Claim

90. Here, Plaintiff sought civil penalties under PAGA for underlying violations of Labor Code §§ 226 and 2802 based on the facts previously discussed.

91. Since the PAGA claim is derivative, if Plaintiff failed on the underlying Labor Code §§ 226 and 2802 claims, Plaintiff would recover nothing under PAGA.

92. Plaintiff calculated the max exposure under PAGA as \$13,425,500 (\$100 per wage statement) and \$26,347,000 (\$100 for initial violation and \$200 for subsequent violations per wage statement).

1 93. At trial, Plaintiff would take the position that the latter figure is the accurate one.

2 94. In essence, in Plaintiff's analysis, these recent decisions render Labor Code §
3 226(a) essentially a strict liability statute when viewed through the PAGA lens.

4 95. Here, Plaintiff saw a very real threat that even after the time and expense associated
5 with success at trial, the Court could, in its discretion, ultimately award mere pennies on the dollar
6 if it deemed the alleged violation as technical or non-harmful to employees.

7 96. Here, Plaintiff alleged that she was required to use her personal cellphone to clock
8 in and out while stationed at one of Defendant's parking kiosks.

9 97. Though there are some legal arguments to be made (as discussed above), the real
10 risk identified by Class Counsel was, again, that even after the time and expense associated with a
11 successful trial, the Court has the discretion to award mere pennies on the dollar for this penalty
12 violation if the Court were persuaded that Plaintiff and other putative Class Members did not
13 actually incur any sizeable extra cost because they would have maintained their personal
14 cellphones anyway at the same expenses regardless of having to clock in and out for their job.

15 98. The significant uncertainty associated with the PAGA claim due to the Court's
16 discretion to reduce the maximum penalty amount, as well as the derivative nature of PAGA,
17 required a deep discount of the value of the PAGA claim for settlement purposes.

18 99. As such, Plaintiff's Counsel believes that a PAGA payment of \$25,000 with 75%
19 or \$18,750 allocated to the LWDA is fair and reasonable.

20 100. Given the risks and uncertainty outlined above, some of the legal issues in this case
21 are unsettled and the risk for Plaintiff and the Class Members associated with this litigation was
22 high. Moreover, there is significant expense associated with the class certification process and a
23 class action trial, which the Parties can avoid by entering into the contemplated settlement.

24 101. If the Court did eventually certify a wage statement class, trial of a case involving
25 over 5,000 Class Members could certainly require the retention of expensive expert witnesses, the
26 accrual of extensive litigation costs, and a significant time overlay by the parties.

27 102. Finally, given the complexity and unsettled nature of the issues in this case it is
28 likely that any outcome at trial would have resulted in a lengthy and costly appeal.

1 103. An appeal would result in further delay for the Class Members who are waiting for
2 a resolution in this matter.

3 104. This case has not been certified to be tried as a class action.

4 105. While Plaintiff believes there is strong evidence to support certification of a
5 proposed wage statement class, certification is always hard fought and subject to judicial
6 discretion.

7 106. In addition, certification of a Labor Code section 2802 class would be difficult
8 because there is no written policy requiring the class to clock-in and out using their personal cell-
9 phones.

10 107. Moreover, in class actions, decertification is always a possibility. In attempting to
11 certify a class, the parties would need to conduct multiple depositions, including of the named
12 Plaintiff and person(s) most knowledgeable regarding Defendant's policies. There is a risk for
13 both sides as to what these depositions will reveal and whether they will support class certification
14 to the extent expected.

15 108. It was very difficult for the Parties to reach this Settlement.

16 109. This settlement is the result of many months of adversarial, non-collusive, and
17 arms-length negotiations.

18 110. The Parties arrived at it only after extensive investigation and discovery and a
19 careful evaluation of the law, risks, and all information substantiating the amount of penalties
20 reasonably likely to be awarded to the class were the trier of fact to find Defendant was liable.

21 111. As discussed above, the Parties attended two unsuccessful, full-day mediations with
22 Judge Hoffman and still were not able to reach a resolution until several further rounds of
23 negotiation aided by Judge Hoffman.

24 112. As for valuation of the Labor Code § 226(a) claim, Labor Code § 226(e) sets forth
25 the penalty scheme of \$50 for the initial violation and \$100 for each pay period thereafter with a
26 maximum of \$4,000 per employee.

27 113. Here, the maximum available penalty would be \$13,173,500. (initial violation of
28 $5,040 \times \$50 = \$252,000$ + subsequent violation of $129,215 \times \$100 = \$12,921,500$).

1 114. With regard to the Labor Code § 2802 analysis, Plaintiff believes that it was
2 reasonable to value the reimbursement at \$10 per month, per employee.

3 115. Using 5,040 Class Members, the maximum amount is amount \$2,116,800 (42
4 months x \$10/person x 5,040).

5 116. The exposure under PAGA was certainly the largest. In this matter, there are
6 134,255 itemized wage statements at issue, which translates to the same number of pay periods at
7 issue.

8 117. Using the PAGA statutory scheme of \$100/\$200 for the initial and subsequent
9 violations the maximum exposure amounts to \$26,347,000.

10 118. However, it may very well be that this number is greatly overstated.

11 119. If this argument is correct, then the maximum exposure for PAGA penalties is
12 reduced to \$13,425,500.

13 120. Once Class Counsel determined the maximum potential damages they believed
14 were at issue, they carefully considered the risks detailed above and the likelihood of success on
15 the merits before determining that the proposed Settlement is a fair and reasonable result for the
16 Settlement Class.

17 121. Class Counsel believes that the Class had a reasonable likelihood of success on the
18 wage statement claims, but were keenly aware of the risk in establishing “injury” and that
19 Defendant’s conduct was “knowing and intentional.”

20 122. As it relates to the section 2802 claim, the risks are detailed above and Plaintiff felt
21 the largest risk related to certification of this claim, as there is no written policy requiring class
22 members to clock-in/out using their personal cell-phones.

23 123. Finally, Counsel determined that the likelihood of success on the claim for PAGA
24 penalties was strong, but felt that it was not likely that a court would award the maximum potential
25 penalty of \$100 and \$200 because the statute vests the Court with discretion when it comes to any
26 PAGA penalty award.

27 124. In light of the above, Plaintiff’s Counsel believes that the proposed Settlement
28 Amount of \$1,180,000 is fair and reasonable.

125. Lastly, the reaction of the class members is relevant, and favors approval. *Kullar*, 168 Cal.App.4th at 128. Five (5) class members opted out and there is only a single objector in the Settlement Class of 5,022 individuals.

ATTORNEY COMPETENCE

126. Kingsley & Kingsley is experienced in prosecuting employment litigation, and since 2000 we have focused a substantial percentage of our practice on wage, hour, and working condition violations. My firm is well versed in class action litigation and has diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class counsel for dozens of pending class action lawsuits in Northern, Central, and Southern California. Below is a representative sampling of wage and hour class cases handled by my firm:

- a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.
- b. *Daniel v. Network Management Corp.* (No. BC274004, L.A. Super. Ct.) In September 2003, the court granted final approval of Settlement in the gross amount of \$475,000 and the court approved the attorneys' fee request of 30%.
- c. *Sciba v. Chicago Pizza* (04CC04231, O.C. Super. Ct.) In January 2005, the court granted final approval of Settlement in the gross amount of \$900,000 and the court approved the attorneys' fees request of 30%.
- d. *Schnebly v. California Amplifier* (No. CIV226265, Vent. Super. Ct.) In February 2005, the court granted final approval of Settlement in the gross amount of \$650,000 and the court approved attorneys' fees in the amount of 30%.
- e. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In December 2015, Honorable Rita Miller granted final approval of Settlement in the gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.
- f. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the Honorable Conrad R. Aragon granted final approval of Settlement in the gross amount of \$1,000,000 and the court granted attorneys' fees request of 30%.

- 1 g. *Chatman v. HVM LLC*, (No. BC343861, L.A. Super. Ct.) In March 2007, the
2 Honorable Elihu M. Berle granted final approval of Settlement in the gross amount
3 of \$957,000.00 and the court granted attorneys' fees request of 20.8%.
- 4 h. *King v. Closet World, Inc.*, (No. BC345834, L.A. Super. Ct.) In May 2007, the
5 Honorable William H. Mackey in May 2007 granted final approval of Settlement
6 in the gross amount of \$475,000.00 and the court granted attorneys' fees request of
7 30%.
- 8 i. *Gray v. Beverly Hills Steakhouse*, (No. BC357498, L.A. Super. Ct.) In December
9 2007, the Honorable John P. Shook granted final approval of Settlement in the gross
10 amount of \$750,000.00, and the court granted attorneys' fees request of 30%.
- 11 j. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
12 2008, the Honorable Mary Thornton House granted final approval of Settlement in
13 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
14 33 1/3%.
- 15 k. *Fowzer v. Northstar Moving Corporation*, (No. BC369338, L.A. Super. Ct.) In
16 September 2008, the Honorable Richard L. Fruin granted final approval of
17 Settlement in the gross amount of \$600,000.00 and the court granted attorneys' fees
18 request of 30%.
- 19 l. *Benitez v. GRA-GAR LLC*, (No. CIVSS709965, San Bern. Super. Ct.) In February
20 2009, the Honorable W. Robert Fawke granted final approval of Settlement in the
21 gross amount of \$250,000.00 and the court granted attorneys' fees request of 33
22 1/3%.
- 23 m. *Rollins v. Big Wangs, Inc.*, (No. BC393775, L.A. Super. Ct.) In October 2009, the
24 Honorable Malcolm H. Mackey granted final approval of Settlement in the gross
25 amount of \$195,000.00 and the court granted attorneys' fees request of 33 1/3%.
- 26 n. *Keene v. The Gap, Inc.*, (No. CGC-07-466574, S.F. Super. Ct.) In October 2009,
27 the Honorable John E. Munter granted final approval of Settlement in the gross
28 amount of \$475,000.00 and the court granted attorneys' fees request of 30%.

- 1 o. *Sevier v. Excalibur Well Service*, (No. S-1500-CV-265391-WDP, Kern Super. Ct.)
2 In May 2010, the Honorable William D. Palmer granted final approval of
3 Settlement in the gross amount of \$550,000.00 and the court granted attorneys' fees
4 request of 33 1/3%.
- 5 p. *Boske v. Toys "R" Us - Delaware, Inc.*, (No. BC378328, L.A. Super. Ct.) In
6 September 2009, the Honorable Anne I. Jones granted final approval of Settlement
7 in the gross amount of \$1,850,000.00 and the court granted attorneys' fees request
8 of approximately 25%.
- 9 q. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
10 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
11 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
12 33.3%.
- 13 r. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
14 March 2012, the Honorable James P. Kleinberg granted final approval of
15 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
16 fees request of 33.3%.
- 17 s. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
18 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
19 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
20 court granted attorneys' fees request of 38%.
- 21 t. *Perry v. GSF Properties*, (No. 11CECG02434MWS, Fres. Super. Ct.) In October
22 2013, the Honorable Mark W. Snauffer granted final approval of Settlement in the
23 gross amount of \$700,000.00 and the court granted attorneys' fees request of
24 33.3%.
- 25 u. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
26 2014, the Honorable William F. Highberger granted final approval of Settlement in
27 the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of
28 33.33%.

- v. *Randell v. Tuesday Morning, Inc.*, (No. BC403298, L.A. Super. Ct.) In October 2014, the Honorable Richard E. Rico granted final approval of Settlement in the gross amount of \$899,000.00, and the court granted attorney's fees request of 33.33%.
- w. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super. Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement in the gross amount of \$995,000.00, and the court granted attorney's fees request of 33.33%.
- x. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016 after a class trial with a verdict in the class's favor, the Honorable Daniel P. Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's fees.
- y. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the gross amount of \$2,000,000.00, and the court granted attorney's fees request of 33.33%.

127. Kingsley & Kingsley has also been appointed class counsel on numerous wage and hour class actions that have been approved for class certification, some of which include:

- a. *Tran v. Progressive Gaming Group*, No. BC 316988, (L.A. Super. Ct., filed June 11, 2004) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).
- b. *Devian v. Leegin Creative Leather Products, Inc.*, No. BC 325161, (L.A. Super. Ct., filed November 2004) (court granted contested class certification and appointed Kingsley & Kingsley class counsel).
- c. *Munoz, et al. v. Giumarra Vineyards Corporation*, No. 1:09-cv-00703 AWI-JLT, (E.D. Cal., filed November 9, 2005) (court granted contested class certification and appointed Kingsley & Kingsley co-class counsel).
- d. *Rojas v. Sunview Vineyards of California*, No. 1:09-cv-00705-AWI-JLT), (E.D.

- 1 Cal., filed November 9, 2005) (court granted contested class certification and
2 appointed Kingsley & Kingsley co-class counsel).
- 3 e. *Budrow v. Dave & Buster's of California, Inc.*, No. BC349060, (L.A. Super. Ct.,
4 filed March 15, 2006) (court granted contested class certification and appointed
5 Kingsley & Kingsley class counsel).
- 6 f. *Isaguirre v. Guess?, Inc.*, No. BC357631, (L.A. Super. Ct., filed August 25, 2006)
7 (court granted contested class certification and appointed Kingsley & Kingsley
8 class counsel).
- 9 g. *Agnew v. Black Tie Even Services, Inc.*, No. BC378413, (L.A. Super. Ct., filed
10 September 4, 2007) (court granted contested class certification and appointed
11 Kingsley & Kingsley class counsel).
- 12 h. *De Doroteo v. Servicon Systems, Inc.*, No. BC381938, (L.A. Super. Ct., filed
13 December 7, 2007) (court partially granted contested class certification and
14 appointed Kingsley & Kingsley class counsel).
- 15 i. *Anderson v. Total Renal Care, Inc.*, No. BC388335, (L.A. Super. Ct., filed April 1,
16 2008) (court partially granted contested class certification and appointed Kingsley
17 & Kingsley class counsel).
- 18 j. *Kane et al. v. Valley Slurry Seal*, No. CV08-2483 (Yolo Super. Ct., filed April 8,
19 2008) (court partially granted contested class certification and appointed Kingsley
20 & Kingsley class counsel).
- 21 k. *Hirschinger v. Blue Cross of California*, No. BC402739, (L.A. Super. Ct., filed
22 December 1, 2008) (court granted contested class certification and appointed
23 Kingsley & Kingsley class counsel).
- 24 l. *Randell v. Tuesday Morning, Inc.*, No. BC403298, (L.A. Super. Ct., filed December
25 5, 2008) (court granted contested class certification and appointed Kingsley &
26 Kingsley class counsel).
- 27 m. *Lewis v. Collabrus, Inc.*, No. 109CV-142927, (Santa Clara Super. Ct., filed April
28 23, 2009) (court granted contested class certification and appointed Kingsley &

1 Kingsley class counsel).

2 n. *Driscoll v. Staff Pro, Inc.*, No. BC417925, (L.A. Super. Ct., filed July 16, 2009)
3 (court granted contested class certification and appointed Kingsley & Kingsley
4 class counsel).

5 o. *Westbrook v. International Surfacing Systems*, No. RG10510015, (Alameda Super.
6 Ct., filed April 16, 2010) (court granted contested class certification and appointed
7 Kingsley & Kingsley co-class counsel).

8 p. *Melendrez v. JK Communications*, No. BC497692, (L.A. Super. Ct., filed
9 December 19, 2012) (court granted contested class certification and appointed
10 Kingsley & Kingsley class counsel).

11 q. *Amaro et al. v Gerawan Farming, Inc.*, No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,
12 filed February 3, 2014) (court granted contested class certification and appointed
13 Kingsley & Kingsley co-class counsel).

14 r. *Suarez v. Mazatlan, Inc.*, No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,
15 filed January 27, 2015) (court granted contested class certification and appointed
16 Kingsley & Kingsley class counsel).

17 128. After factoring in the risks explained above, Class Counsel believes that the
18 proposed settlement is fair and reasonable.

19 **ATTORNEYS' FEE AWARD**

20 129. As detailed fully in the Settlement Agreement, the settlement provides for
21 Defendant to create a gross settlement amount of \$1,180,000.00.

22 130. From that fund, Plaintiff requests an award of attorneys' fees in the amount of
23 \$393,333.33, or 1/3 of the gross settlement amount created on behalf of the Class.

24 131. In the present case, Plaintiff's counsel asks the Court to award a fee of 1/3 of the
25 common fund, or \$393,333.33, as provided in the parties' Settlement Agreement.

26 132. This amount is reasonable because class counsel's diligent litigation efforts and
27 experience led to an outstanding settlement, based on the cognizable risks.

28 133. Class Counsel has extensively addressed the perceived risks in this case in the

1 concurrently filed Motion for Final Approval of Class Action Settlement and will not repeat that
2 analysis here. In addition to the complexity of this case, Class Counsel has borne the entire risk
3 and costs of this litigation during the entire time that it has been pending, all on a pure contingency
4 basis.

5 134. Through the investment of substantial effort and resources, Class Counsel has
6 secured an outstanding settlement of behalf of the Settlement Class members. Defendant
7 vigorously contested liability, the amount of claimed damages, and the propriety of class
8 certification.

9 **LODESTAR CROSSCHECK**

10 135. Here, a lodestar cross-check confirms that the percentage requested is reasonable.
11 Class Counsel's aggregate lodestar amounts to \$193,835.50 (without future hours associated with
12 attending the final fairness hearing or overseeing the administration process).

13 136. This loadstar amount represents 396.1 hours of attorney work on this litigation
14 incurred from its inception through the filing of Plaintiffs' Motion for Final Approval.

15 137. As such, Class Counsel is asking for a multiplier of 1.98.

16 138. The amount of time spent on this case to date (396.1 hours), which culminated in a
17 very favorable proposed Settlement for the Class Members, is reasonable given the complexity
18 and novelty of the issues involved, the vigorous defense, the length and intensity of the litigation,
19 and the exceptional results obtained.

20 139. Class Counsel litigated this action with great efficiency in light of the amount of
21 work required to achieve the Settlement.

22 140. I am very familiar with the contingent fee market throughout California and in the
23 Los Angeles County area, particularly as it pertains to complex employment, wage and hour, and
24 class action litigation. On behalf of my firm, I have negotiated numerous contingency fee
25 agreements with plaintiffs, both as individuals and as representatives in class action suits. Many
26 of those agreements provided that counsel will receive a fee that is between 33% and 40% of any
27 recovery that is obtained, and, in addition, that counsel be reimbursed for the costs they incurred
28 out of the recovery amount. The Named Plaintiff in this action signed a contingency fee agreement

1 that stated that counsel would be able to make a fee of up to 40% of any recovery if the case settles.
2 These are typical and standard percentages in employment-related contingency agreements
3 throughout California. Indeed, in my opinion, the Class Members in this complex wage and hour
4 case could not have retained competent counsel in California, particularly with the considerable
5 skill and expertise of my firm, for any amount significantly less than the contingency fee
6 percentage provided in this retainer agreement. Class Counsel has never been paid any money for
7 attorneys' fees in this case and has advanced all costs.

8 141. There are always risks attendant to billing cases on a contingency basis. Those
9 risks are even higher in the current economic climate. Kingsley & Kingsley bills the vast majority
10 of its cases on contingency, and has been affected by recent bankruptcy filings. In three separate
11 cases, *Lozoya v. Shore House Café, Inc.*, No. 30-2008-00082103-CU-OE-CJC (Orange Super. Ct.
12 filed Mar. 7, 2008) and *Davis v. Crossfire Marketing Group, LLC*, No. CIVRS1207797 (San
13 Bernardino Super. Ct. filed October 5, 2012), the defendants both filed for bankruptcy protection
14 in June 2011 and January 2015 after years of litigation. My firm advanced costs and incurred
15 thousands of dollars in fees that will never be recovered.

16 142. Additionally, there are cases where Class Counsel takes on the extreme risk of
17 attempting to certify a class case, often times turning down class or individual settlement offers
18 that Class Counsel feels are not in the best interest of the class, only to lose class certification and
19 the costs and fees associated with the litigation. *See e.g., Prosad v. Del Taco Restaurant Services,*
20 *Inc.*, No. BC426538 (L.A. Super. Ct. filed Nov. 2009); *Perez v. Safelite Group, Inc.*, CV-10-8653-
21 RGK(FFMx) (C.D. Cal. filed October 5, 2010).

22 143. When Class Counsel's motions for class certification are denied, Class Counsel
23 often appeals the orders. Sometimes, these denials are overturned (*Perez v. Safelite Group, Inc.*,
24 553 Fed.Appx. 667 (9th Cir. 2015); *Anderson v. Total Renal Care, Inc.*, No. B236207 (Cal. Ct.
25 App. 2012)) and other times Class Counsel is unsuccessful (*Prosad v. Del Taco Restaurant*
26 *Services, Inc.*, No. B238605 (CA. Ct. App. 2012)).

27 144. In addition to appealing class certification denials, Kingsley & Kingsley has been
28 involved in numerous lengthy and protracted appeals process before the California Court of

1 Appeal, the Ninth Circuit, the Seventh Circuit, and the United States Supreme Court. Our firm
2 specifically has taken and lost some issues on appeal that required the write-off of significant legal
3 fees. Also, our firm has been successful on appeal and overturned unfavorable lower court rulings
4 or successfully fought to have successful rulings affirmed. Below is just a sample of some of these
5 appeals:

- 6 a. *D'Este v. Bayer Corp.*, 565 F.3d 1119 (9th Cir. 2009) (lower court ruling that
7 pharmaceutical sales representatives are exempt employees affirmed);
- 8 b. *Budrow v. Dave & Buster's of California, Inc.*, 171 Cal. App. 4th 875 (2009) (lower
9 court ruling in employer's favor that certain employees can share in mandatory tip
10 pool affirmed);
- 11 c. *Etheridge v. Reins Int'l California, Inc.*, 172 Cal. App. 4th 908 (2009) (lower court
12 ruling in employer's favor that certain employees can share in mandatory tip pool
13 affirmed);
- 14 d. *Areso v. CarMax, Inc.*, 195 Cal. App. 4th 996 (2011) (lower court ruling in
15 employer's favor approving employer's commission pay plan affirmed) ;
- 16 e. *Christopher v. SmithKline Beecham Corp.*, 132 S. Ct. 2156, 183 L. Ed. 2d 153
17 (2012) (lower court ruling that pharmaceutical sales representatives are exempt
18 employees affirmed);
- 19 f. *Schaefer-LaRose v. Eli Lilly & Co.*, 679 F.3d 560 (7th Cir. 2012) (lower court ruling
20 that pharmaceutical sales representatives are exempt employees affirmed);
- 21 g. *Fowler v. Carmax, Inc.*, No. B238426, 2013 WL 1208111 (Cal. Ct. App. Mar. 26,
22 2013), cert. granted, judgment vacated sub nom. *CarMax Auto Superstores*
23 *California, LLC v. Fowler*, 134 S. Ct. 1277, 188 L. Ed. 2d 290 (2014) (lower court
24 granted employer's motion to compel arbitration, Court of Appeal reversed, U.S.
25 Supreme Court affirmed lower court);
- 26 h. *Salazar v. Apple Am. Grp., LLC*, No. E059562, 2015 WL 314703 (Cal. Ct. App.
27 Jan. 26, 2015), review denied (Apr. 22, 2015), cert. denied, 136 S. Ct. 688, 193 L.
28 Ed. 2d 519 (2015) (lower court ruling in employee's favor on motion to compel

1 arbitration affirmed);

- 2 i. *Anaya v. J's Maint. Serv., Inc.*, No. B261662, 2016 WL 519867 (Cal. Ct. App. Feb.
3 9, 2016) (lower court ruling in employee's favor on motion to compel arbitration
4 affirmed).

5 145. Unlike plaintiffs' firms, which bear the risk of loss on contingency cases, defense
6 firms are able to bill their clients for time spent on a case. As verified by a survey conducted by
7 the National Law Journal nearly a decade ago, six California firms provided their hourly billing
8 rates and of the six firms, five regularly charged in excess of \$500 for their partners. In fact, four
9 of these firms charged as high as \$600, \$620, \$650 and up to \$850 per hour. These firms are located
10 in Orange County, Los Angeles County, San Francisco County, and San Diego County. This
11 survey is attached hereto as Exhibit B.

12 146. While plaintiffs' firms strive to take on cases that are meritorious (for ethical as
13 well as monetary reasons), as this Court knows, many of these cases hinge on the decision of class
14 certification. Recently, there has been a renewed effort by defense counsel and/or their clients to
15 challenge these cases and to push back, especially on certification motions. In addition, many
16 novel legal issues have gone up on appeal, which has complicated the landscape for settlement.

17 147. The requested hourly rates in this case range from \$325.00 to \$750.00 per hour.

18 148. Class Counsel's hourly rates are fully supported by their experience and reputation
19 in handling complex employment litigation, including wage and hour class actions.

20 149. Mr. Kingsley is a 23-year attorney with expertise in wage and hour class action
21 lawsuits.

22 150. He has litigated over 150 such cases, including at the appellate level at the
23 California Court of Appeal, California Supreme Court, the Ninth Circuit, and the U.S. Supreme
24 Court.

25 151. He is also a prolific speaker at various seminars on employment law and has
26 contributed to legal publications on employment topics.

27 152. Kelsey M. Szamet, a partner at Kingsley & Kingsley, APC, has a billing rate of
28 \$500/hour. Ms. Szamet received her Bachelor of Arts degree, *cum laude*, from the University of

1 California San Diego, and received her law degree from UCLA School of Law in 2008, where she
2 was active in the Women's Law Journal and community-based legal clinics.

3 153. Liane K. Ly, a partner at Kingsley & Kingsley, APC, has a billing rate of \$500/hour.
4 Ms. Ly is a 10-year attorney with significant expertise in wage and hour class action lawsuits. She
5 is an honors graduate of Florida State University, and while at University of California Davis
6 School of Law, she was an editor of the Environmental Law Journal and a board member of the
7 King Hall Negotiations Team.

8 154. Darren Cohen, an associate at Kingsley & Kingsley, APC, has a billing rate of
9 \$635/hour. Mr. Cohen received his Bachelor's in Business Administration and a Master's in
10 Professional Accounting from the University of Texas at Austin, and received his law degree from
11 Loyola Law School in 2002.

12 155. Justin M. Aufderhar, an associate at Kingsley & Kingsley, APC, has a billing rate
13 of \$325/hour. Mr. Aufderhar graduated with a Bachelor of Science degree in Economics, summa
14 cum laude, from Texas A&M University, and received his law degree from UCLA School of Law
15 in 2016. After law school, he clerked for a state court judge in Louisiana for six months and has
16 worked at Kingsley & Kingsley, APC as an employment law associate since January 2018.

17 156. David Keledjian, an associate at Kingsley & Kingsley, APC, has a billing rate of
18 \$325/hour. Mr. Keledjian graduated with a Bachelor of Economics from California State
19 University Fullerton in 2010 and received his J.D. from Trinity Law School in 2016.

20 157. Class Counsel's charged rates are commensurate with the prevailing market rates
21 in Los Angeles County for attorneys of comparable experience and skill handling complex
22 litigation.

23 158. Furthermore, Class Counsel's rates in calculating the lodestar are the same rates
24 charged to non-contingent hourly clients and thus necessarily reflect the current market value of
25 counsel's legal services.

26 159. Class Counsel has made all reasonable attempts to avoid duplication of assignments
27 and to assign tasks to timekeepers at the appropriate billing rates.

28 160. Here, Class Counsel is requesting a multiplier of 1.98.

1 161. Significantly, the risk attendant to the underlying claims in this matter was great
2 considering Defendant's defenses.

3 162. As discussed in detail in the extensive risk analysis section in Plaintiff's Motion for
4 Final Approval of Settlement, were this case to proceed, Defendant would have a strong incentive
5 to litigate tenaciously.

6 163. Additionally, this case dealt with difficult legal and factual questions.

7 164. Throughout the litigation, Class Counsel diligently prepared and litigated this
8 matter, advancing thousands of dollars in costs and deferring all payment of fees, with no guarantee
9 that any of the fees incurred or costs advanced would ever be recovered, and diverting significant
10 firm resources to prosecution of this matter.

11 165. To achieve the ultimate result in this case, Class Counsel had to incur substantial
12 risk and expense, and was precluded from taking other fee generating employment for 396.1 hours
13 of attorney time.

14 166. Class Counsel's rates are in line with the Laffey Matrix, which is a fee scale that
15 courts often consult in determining the reasonableness of hourly rates. Under the adjusted Laffey
16 Matrix, a reasonable rate for an attorney with 20 years of experience, such as Mr. Kingsley, is
17 \$796, a reasonable rate for an attorney with 11 years of experience, such as Ms. Katzenstein Ly
18 and Ms. Szamet, is \$586. Kingsley & Kingsley's attorneys' fees in the present case are broken
19 down as follows:

<u>ATTORNEY</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTALS</u>
Eric B. Kingsley	43.4	\$ 750.00	\$ 32,550.00
Kelsey M. Szamet	266.2	\$ 500.00	\$ 133,100.00
Liane Katzenstein Ly	19.6	\$ 500.00	\$ 9,800.00
Darren M. Cohen	5.3	\$ 635.00	\$ 3,365.50
Justin M. Aufderhar	51.1	\$ 325.00	\$ 16,607.50
David Keledjian	10.5	\$ 325.00	\$ 3,412.50
TOTAL ATTORNEY FEES	396.1		\$ 198,835.50

1 **ATTORNEY COSTS**

2 167. In addition to their request for fees, Class Counsel further request reimbursement
3 of the reasonable out-of-pocket expenses advanced and/or incurred by them in connection with
4 this litigation, in the amount of \$11,000.00.

5 168. To date, Class Counsel has incurred \$14,420.98 in costs.

6 169. All of these costs were incurred in the course of this litigation, are reasonable, and
7 have already been paid by Class Counsel.

8 **THE NAMED PLAINTIFFS' ENHANCEMENT SHOULD BE APPROVED**

9 170. Crystal Martinez Ramirez is an adequate Class Representative because she has
10 diligently, adequately and fairly represented the Class and has not placed her interests above any
11 member of the Class.

12 171. Class Counsel requests an enhancement for Plaintiff in light of her valiant effort
13 and time expended in this matter.

14 172. The time spent by Crystal Martinez Ramirez include researching and identifying
15 competent counsel, providing information to Class Counsel regarding her relevant employment
16 experiences, compiling documents, conducting conferences with her attorneys to discuss the status
17 of the case and the theories of liability, and reviewing settlement documents.

18 173. Thus, in addition to the sums paid to Class Members, Class Counsel request an
19 enhancement payment to the Class Representative of \$5,000.00, to be paid from the Gross
20 Settlement Amount.

21 174. Class Counsel considers this to be a fair and reasonable enhancement.

22 175. The enhancement takes into consideration the time, effort, and expenses incurred
23 by Crystal Martinez Ramirez in coming forward to litigate this matter on behalf of all Class
24 Members.

25 176. Additionally, the Class Representative was at risk for paying Defendant's legal fees
26 and costs if Defendant prevailed at trial.

27 **EXHIBITS**

28 177. Attached hereto as Exhibit "1" is a true and correct copy of the fully-executed Joint

1 Stipulation of Class Action Settlement that was preliminary approved by this Court on November
2 16, 2018.

3 178. Attached hereto as Exhibit "2" is a true and correct copy of the Kingsley &
4 Kingsley, APC costs ledger reflecting costs incurred in this matter.

5 179. Attached hereto as Exhibit "3" is a true and correct copy of the ALM Research
6 2007 NLJ Billing Survey.

7 180. Attached hereto as Exhibit "4" is a true and correct copy of the 2016 Adjusted
8 Laffey Matrix.

9 I declare under penalty of perjury under the laws of the state of California that foregoing
10 is true and correct and if called as a witness I could and would competently testify to each of the
11 matters stated herein, and I state that these matters are based upon personal knowledge and/or
12 belief.

13 This declaration was executed this 2nd day of April, 2019, in Encino, California.

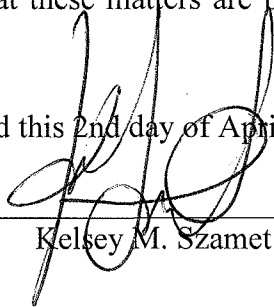
14
15 
16 _____
17 Kelsey M. Szamet
18
19
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25
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27
28

EXHIBIT "1"

1 KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, SBN-185123
2 eric@kingsleykingsley.com
KELSEY M. SZAMET, SBN-260264
3 kelsey@kingsleykingsley.com
16133 VENTURA BL., SUITE 1200
4 ENCINO, CA 91436
(818) 990-8300, FAX (818) 990-2903
5
Attorneys for Plaintiff and all Settlement Class Members
6
SPENCER C. SKEEN, SBN-182216
7 spencer.skeen@ogletreedeakins.com
TIM L. JOHNSON, SBN-265794
8 tim.johnson@ogletreedeakins.com
JONATHAN H. LIU, SBN-280131
9 jonathan.Liu@ogletreedeakins.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
10 4370 La Jolla Village Drive, Suite 990
SAN DIEGO, CA 92122
11 (858) 652-3100, FAX (858) 652-3101
12 Attorneys for Defendant SP Plus Corporation
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF LOS ANGELES**

16 CRYSTAL MARTINEZ RAMIREZ, an
individual, on behalf of the State of California,
17 as a private attorney general,
18 Plaintiff,
19 vs.
20 SP PLUS CORPORATION; and DOES 1 to 50,
inclusive,
21 Defendants.
22

Case No. BC614253

*[Assigned for all purposes to The Honorable
Howard L. Halm, Dept. 53]*

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT

EXHIBIT

1

1 This Joint Stipulation of Class Action Settlement is entered into by and between Plaintiff
2 CRYSTAL MARTINEZ RAMIREZ, individually and on behalf of the Settlement Class and the State
3 of California, as a private attorney general, on the one hand, and Defendant SP PLUS
4 CORPORATION, on the other hand.

5 This Settlement shall be binding on Plaintiff, the current and former employees she seeks to
6 represent, the Settlement Class, and on Defendant and its insurers, brands, concepts, parent company,
7 affiliates, subsidiaries, successors, assigns, and any individual or entity which could be jointly liable
8 with Defendant, subject to the terms and conditions hereof and the approval of the Court.

9 **I. DEFINITIONS**

10 "Action" or "Lawsuit" refers to the civil action filed in the Superior Court of the State of
11 California for the County of Los Angeles, entitled CRYSTAL MARTINEZ RAMIREZ, an
12 individual, on behalf of the State of California, as a private attorney general, Plaintiff v. SP PLUS
13 CORPORATION, and Does 1 to 50, inclusive, Defendants, Case No. BC614253 filed on March 18,
14 2016.

15 "Agreement" or "Settlement Agreement" means this Joint Stipulation of Class Action
16 Settlement.

17 "Court" refers to the Los Angeles County Superior Court.

18 "Claims Administrator" or "Settlement Administrator" shall mean and refer to CPT Group,
19 Inc.

20 "Class Counsel" shall refer to Eric B. Kingsley and Kelsey M. Szamet of KINGSLEY &
21 KINGSLEY APC.

22 "Class Counsel Award" means attorney fees for Class Counsel's litigation and resolution of
23 this Action and their expenses and costs incurred in connection with the Action, paid from the Gross
24 Settlement Amount.

25 "Class Data" means information regarding Settlement Class Members that Defendant will,
26 in good faith, compile from its records and provide to the Settlement Administrator. It shall be
27 formatted as a Microsoft Excel spreadsheet and shall include the following information for each
28 Settlement Class Member: (1) employee identification number; (2) full name; (3) last known address;

1 (4) last known home telephone number; (5) Social Security Number; and (6) start and end dates of
2 employment.

3 "Class Representative" means Plaintiff in her capacity as the representative of the Settlement
4 Class Members.

5 "Class Representative Enhancement" means the amount that the Court authorizes to be paid
6 to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her efforts and risks
7 in assisting with the prosecution of the Action and in exchange for executing the General Release
8 provided herein.

9 "Complaint" means the operative complaint filed in the Action and any amendments thereto.

10 "Counsel for Defendant" shall refer to Spencer C. Skeen and Tim L. Johnson of OGLETREE,
11 DEAKINS, NASH, SMOAK & STEWART, P.C.

12 "Covered Claims" or "Released Claims" shall mean and refer to: any and all claims, debts,
13 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney fees, damages,
14 action or causes of action of whatever kind or nature, whether known or unknown, contingent or
15 accrued, that are alleged, or that could have been alleged against Defendant arising out of the facts,
16 circumstances, and primary rights in the Complaint, including, but not limited to, all wage and hour,
17 and wage and hour related claims under California state law for violation of Labor Code §§226(a)
18 and 2802 and all derivative PAGA penalties. This Release shall include, without limitation, claims
19 that were raised, or that could have been raised, under the applicable Wage Orders and California
20 Labor Code provisions, including Labor Code §§226, 2802, and/or 2698 et seq., based on the facts
21 alleged, or that could have been alleged against Defendant arising out of the facts, circumstances,
22 and primary rights in the Complaint. The Parties agree that the judgment, and release of claims
23 provided herein, shall have *res judicata* effect.

24 "Covered Period" or "Class Period" shall collectively refer to: (1) Labor Code § 226(a)
25 violations for the period of January 1, 2016 to the date the Court grants preliminary approval of this
26 Agreement; (2) Labor Code § 2802 violations for the period of March 3, 2015 to the date the Court
27 grants preliminary approval of this Agreement; (3) PAGA violations arising from Labor Code §
28 226(a) for the period of January 1, 2016 to the date the Court grants preliminary approval of this

1 Agreement; and (4) PAGA Violations arising from Labor Code § 2802 for the period of March 3,
2 2015 to the date the Court grants preliminary approval of this Agreement.

3 "Defendant" shall mean and refer to SP PLUS CORPORATION and any of its officers,
4 directors, owners, agents, assigns, employees, parent entities, subsidiaries, affiliates, predecessors,
5 and successors.

6 "Effective Date" means the date by which the Court's order granting Final Approval of this
7 Joint Stipulation becomes final. Such order becomes final upon the following events: (i) upon the
8 Court issuing an order granting Final Approval of this Joint Stipulation if no objections to the
9 settlement are filed, or if an objection is filed but is withdrawn prior to the Court's Final Approval
10 Hearing; or (ii) in the event there are written objections filed prior to the final approval hearing which
11 are not thereafter withdrawn prior to the hearing, the later of the following events: (a) the day after
12 the last day by which a notice of appeal of the order may be timely filed with the California Court of
13 Appeals, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling, dismissal,
14 denial, or otherwise, the day after the last date for filing a request for further review of the Court of
15 Appeal's decision passes and no further review is requested; (c) if an appeal is filed and there is a
16 final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review
17 of the Court of Appeal's decision is requested, the day after the request for review is denied with
18 prejudice and/or no further review of the order can be requested; or (d) if review is accepted, the day
19 the Supreme Court of the State of California affirms the Settlement.

20 "Eligible Pay Periods" or "Compensable Pay Periods" shall mean and refer to the total
21 number of pay periods that each Settlement Class Member worked for Defendant during the Covered
22 Period.

23 "Final Approval" means the date upon which the Court enters an order granting approval of
24 this Joint Stipulation, after having determined that the settlement is fair, adequate, and reasonable to
25 the Class following notice to the Class and a hearing on the fairness of the settlement.

26 "Final Approval Hearing" means the final hearing held to ascertain the fairness,
27 reasonableness, and adequacy of the Joint Stipulation, after which the Court will enter its order
28 approving the Joint Stipulation finally.

1 "Gross Settlement Amount" means a maximum of \$1,180,000 Defendant will pay for the
2 sum of the Individual Settlement Payments, the Class Representative Enhancement, the Class
3 Counsel Award, PAGA Payment, and the Claims Administration Costs.

4 "Individual Settlement Payment" means the amount payable from the Net Settlement Amount
5 to each Settlement Class Member who has not submitted a Request for Exclusion.

6 "Net Settlement Amount" or "NSA" means the net amount available for payment of claims
7 to Class Members after deducting Class Counsel Award, Class Representative Enhancement, PAGA
8 Payment, and Settlement Administration Costs.

9 "Notice Packet" means the Notice of Class Action Settlement in a form substantially similar
10 to the form attached hereto as Exhibit 1.

11 "LWDA" refers to the California Labor and Workforce Development Agency.

12 "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, codified at Labor
13 Code §§ 2699 et seq.

14 "PAGA Payment" means the payment made hereunder to the LWDA pursuant to PAGA.

15 "Parties" shall collectively refer to Plaintiff and Defendant.

16 "Payment Ratio" means the respective Compensable Pay Periods for each Settlement Class
17 Member divided by the total Compensable Pay Periods for all Settlement Class Members.

18 "Plaintiff" refers to Named Plaintiff CRYSTAL MARTINEZ RAMIREZ.

19 "Preliminary Approval Date" means the date on which the Court enters an order granting
20 preliminary approval of the Settlement.

21 "Released Parties" means Defendant and all of its past and present owners, officers, directors,
22 shareholders, employees, agents, assigns, attorneys, insurers, parent companies, subsidiaries, and
23 affiliates, and their respective predecessors, successors, and assigns, without limitation.

24 "Request for Exclusion" means a written statement requesting exclusion containing the
25 Settlement Class Member's name, address, and telephone number to be mailed by Settlement Class
26 Members who wish to opt-out of the Settlement Class. To be effective, the Request for Exclusion
27 must be post-marked by the Response Deadline and received by the Settlement Administrator.

1 "Response Deadline" means the date 60 days after the Settlement Administrator mails Notice
2 Packets to Settlement Class Members and the last date on which Settlement Class Members may
3 submit Requests for Exclusion or Objections to the Settlement.

4 "Settlement Class Members," "Settlement Class," or "Class Members" means all current and
5 former employees who work/worked for Defendant in the State of California during the Covered
6 Period. The "Settlement Class Members," "Settlement Class," or "Class Members" shall not include
7 any person who submits a timely and valid Request for Exclusion as provided in this Agreement, or
8 any person who previously released the Released Claims under a separate agreement.

9 **II. NATURE OF ACTION**

10 On February 4, 2016, Plaintiff sent a letter to Defendant and the Labor Workforce
11 Development agency giving notice of her intent to pursue a representative action under the California
12 Labor Code's Private Attorneys General Act ("PAGA") on behalf of herself, the State of California,
13 and on behalf of a proposed group of aggrieved employees.

14 Plaintiff received confirmation that the LWDA was electronically served on February 4, 2016
15 and Defendant received the letter on February 8, 2016.

16 On March 18, 2016, Plaintiff filed a representative action under the California Labor Code's
17 Private Attorneys General Act ("PAGA") alleging that Defendant provided Plaintiff and other
18 aggrieved employees with incomplete wage statements that violated Labor Code § 226(a) and that it
19 failed to reimburse expenses as required under Labor Code § 2802.

20 After the case was at issue, the Parties began to engage in formal discovery. Thereafter, the
21 Parties began to explore potential early resolution of this matter. To that end, the Parties exchanged
22 information concerning the claims set forth in the Lawsuit, including Defendant's policies and
23 practices regarding the alleged violations, the number of allegedly violative wage statements at issue,
24 the number of pay periods at issue, as well as information regarding the number of allegedly affected
25 employees.

26 On August 22, 2017, the Parties engaged in good faith, arms-length negotiations during a
27 day-long mediation with the assistance of the Hon. Herbert B. Hoffman (Ret.). The Parties were
28 unable to reach a settlement of the Lawsuit that day, but agreed to engage in further discussions aided

1 by Judge Hoffman. After further discussions and the gathering of more information, the Parties then
2 conducted a second full-day mediation with Judge Hoffman on October 18, 2017. Again, the Parties
3 were unable to reach resolution that day. But after months of continued arms-length negotiations
4 conducted by Judge Hoffman, the Parties were able to reach a settlement of the Lawsuit subject to
5 the approval of the Court. The Parties have now entered into this Settlement Agreement for
6 submission to the Court for Preliminary and Final Approval.

7 As part of the Settlement, the Parties have agreed that Plaintiff shall cause to be filed an
8 amended complaint in the Lawsuit to include direct class-action claims under Labor Code §§ 226(a)
9 and 2802 in addition to the now-existing claim pursuant to Labor Code §§ 2698, et seq. seeking
10 penalties for alleged underlying violations of Labor Code §§ 226(a) and 2802.

11 Through substantial formal and informal discovery and attendant discussions between the
12 Parties, Plaintiff learned that the number of Settlement Class Members is 5,040 (including Plaintiff)
13 and there is a 134,255 itemized wage statements at issue. Plaintiff asserts that the maximum potential
14 exposure for the PAGA claims for Settlement Class Members is \$13,425,500 (134,255 itemized
15 wage statements at issue $\times$ \$100 = \$13,425,500).

16 Defendant denies any liability or wrongdoing of any kind associated with the claims alleged
17 in the Lawsuit, denies liability for the Covered Claims, and further denies that this action is
18 appropriate for representative treatment for any purpose other than settling this Lawsuit. Defendant
19 contends, among other things, that it complied at all times with the California Labor Code, the related
20 California Wage Orders and the California Business & Professions Code, all other state and federal
21 wage laws, and further contends that all of its respective employees were and are paid properly and
22 that the Lawsuit is without merit. Defendant denied and continues to deny each and every material
23 factual allegation and alleged claim asserted against it in the Lawsuit.

24 Neither the existence of this Settlement nor anything contained in this Settlement shall be
25 construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part
26 of Defendant. Nothing herein shall constitute an admission by Defendant that the Lawsuit was
27 properly brought as a class or representative action other than for settlement purposes. Settlement of
28 the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents

1 executed pursuant to or in furtherance of this Settlement or the Settlement of the Lawsuit: (a) are not,
2 shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or
3 liability on the part of Defendant or of the truth of any of the factual allegations in the operative
4 Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission
5 or evidence of any fault or omissions on the part of Defendant in any civil, criminal, or administrative
6 proceeding in any court, administrative agency or other tribunal; (c) are not, shall not be deemed to
7 be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims
8 for representative treatment, class certification or administration other than for purposes of
9 administering this Settlement; and (d) shall not constitute or be deemed a waiver of Defendant's right
10 to compel arbitration of any dispute with Settlement Class Members that is not the subject of the
11 releases in the Settlement.

12 The Parties recognize the issues presented in the Lawsuit are likely only to be resolved with
13 extensive and costly pretrial and trial proceedings, and that further litigation will cause
14 inconvenience, distraction, disruption, delay and expense disproportionate to the potential benefits
15 of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in
16 any litigation.

17 Plaintiff and Class Counsel have diligently pursued an investigation of the alleged claims
18 against Defendant. Based on their own independent investigations and evaluations, the Parties and
19 their respective counsel are of the opinion that the proposed settlement for the consideration and on
20 the terms set forth in this Agreement is fair, reasonable, adequate, and is in the best interests of
21 Plaintiff, the Settlement Class Members, and Defendant in light of all known facts and circumstances
22 and the risks inherent in litigation, including the potential appellate issues. Further, Class Counsel
23 believes the settlement amount entered into is in the best interests of the Settlement Class Members
24 and the settlement for such Class Members is fair, reasonable, and adequate given the inherent risk
25 of litigation.

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1 **III. SETTLEMENT TERMS**

2 In consideration of the mutual covenants, promises and representations set forth in this
3 Settlement, Plaintiff, on behalf of herself, the State of California, and all Settlement Class Members,
4 and Defendant agree to settle and compromise the Lawsuit and the Covered Claims.

5 **A. Memorandum of Understanding**

6 The Parties entered into a Memorandum of Understanding ("MOU"), effective December
7 19, 2017. The terms of the MOU are incorporated by reference. To the extent the terms of this
8 Agreement conflict with the terms of the MOU, the terms of the MOU control.

9 **B. Settlement Amount**

10 As consideration for the proposed settlement described herein and the release contained in
11 this Agreement, Defendant agrees to pay a non-reversionary total settlement amount of \$1,180,000
12 as the Gross Settlement Amount. The Gross Settlement Amount includes the sum of the Individual
13 Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA
14 Payment, and the Settlement Administration Costs, as specified in this Agreement. After deduction
15 of the above items from the Gross Settlement Amount, subject to Court approval, the Net Settlement
16 Sum shall remain and be allocated as described below. Under no circumstances will Defendant be
17 required to contribute any additional sums to fund the settlement or otherwise resolve this Action.

18 **C. Filing of First Amended Complaint**

19 The Parties have stipulated to, and Plaintiff has filed, a First Amended Complaint ("FAC").
20 The FAC includes class allegations and the following claims: (1) Labor Code § 226(a) violations for
21 the period of January 1, 2016 to the present; (2) Labor Code § 2802 violations, for the period of
22 March 3, 2015 to the present; (3) PAGA violations arising from Labor Code § 226(a) violations for
23 the period of January 1, 2016 to the present; and (4) PAGA violations arising from Labor Code §
24 2802 violations for the period of March 3, 2015 to the present.

25 **D. Conditions Precedent**

26 This Settlement will become final and effective only upon the occurrence of all of the
27 following events:

- 28 1. The Court enters an order granting Preliminary Approval of the Settlement;

1 2. The Court enters an order granting Final Approval of the Settlement and a Final
2 Judgment in favor of Defendant in the Actions;

3 3. The time for appeal of the Final Judgment and/or Order Granting Final Approval of
4 Class Action Settlement expires; or, if an appeal is timely filed, there is a final resolution of
5 any appeal from the Judgment and Order Granting Final Approval of Class Action
6 Settlement; and

7 4. Neither Plaintiff nor Defendant invokes their respective rights to revoke the
8 Settlement as provided herein.

9 E. Certification of Class

10 The Parties stipulate to conditional class certification of the Settlement Class for the Class
11 Period for purposes of settlement only. In the event that this stipulation is not approved by the Court,
12 fails to become effective, or is reversed, withdrawn, or modified by the Court, or in any way prevents
13 or prohibits Defendant from obtaining a complete resolution of the claims as described herein, the
14 conditional class certification (obtained for any purpose) shall be void *ab initio* and of no force or
15 effect, and shall not be admissible in any judicial, administrative or arbitral proceeding for any
16 purpose or with respect to any issue, substantive or procedural.

17 F. Tax Liability

18 The Parties make no representations as to the tax treatment or legal effect of the payments
19 called for hereunder, and Settlement Class Members are not relying on any statement or
20 representation by the Parties in this regard. Settlement Class Members understand and agree they
21 will be responsible for the payment of any employee taxes and penalties assessed on the Individual
22 Settlement Payments described herein and will hold the Parties free and harmless from and against
23 any claims, liabilities, costs and expenses, including attorney fees, resulting in any way from personal
24 tax treatment of the payments made pursuant to this Agreement, including the treatment of such
25 payments as not subject to withholding or deduction for payroll and employment taxes. Based on the
26 claims alleged in the Action, the Parties understand and agree the payments called for hereunder are
27 properly characterized as statutory penalties, civil penalties, and/or reimbursable expenses, and
28 therefore, not subject to any payroll and/or employment taxes. To the extent a governmental agency

1 determines that the payments called for hereunder are subject to employer-funded taxes, Defendant
2 shall be responsible for any such tax payments separate and apart from the Gross Settlement Amount.

3 **G. Circular 230 Disclaimer**

4 Each Party to this Agreement (for purposes of this section, the "acknowledging party" and
5 each Party to this Agreement other than the acknowledging party, an "other party") acknowledges
6 and agrees that: (1) no provision of this Agreement, and no written communication or disclosure
7 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall
8 any such communication or disclosure constitute or be construed or be relied upon as, tax advice
9 within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended);
10 (2) the acknowledging party (a) has relied exclusively upon his, her, or its own independent legal
11 and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not
12 entered into this Agreement based upon the recommendation of any other Party or any attorney or
13 advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by
14 any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
15 acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation
16 that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of
17 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
18 treatment or tax structure of any transaction, including any transaction contemplated by this
19 Agreement.

20 **H. Preliminary Approval**

21 At the earliest practicable time or as ordered by the Court, Plaintiff shall file with the Court
22 a motion for an order granting Preliminary Approval, and supporting papers, which will include this
23 Settlement Agreement. Any dispute regarding forms of notices and other documents necessary to
24 implement the Settlement contained in the Stipulation, if not timely resolved among the Parties, shall
25 be referred to the Court. The Parties shall seek a prompt hearing date to obtain Preliminary Approval
26 of the Settlement.

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1 **I. Claims Administrator**

2 The Claims Administrator shall be responsible for: (a) processing and mailing payments to
3 the Class Representative, Class Counsel, LWDA and Settlement Class Members; (b) printing and
4 mailing the Notice Packets and Opt-Out Forms to the Settlement Class Members as directed by the
5 Court; (c) receiving and reporting the objections and requests for exclusion; (d) distributing tax forms
6 to the Settlement Class Members; (e) providing declaration(s), as necessary, in support of
7 Preliminary and/or Final Approval of this Settlement; and (f) other tasks as the Parties mutually agree
8 or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall
9 keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

10 1. Class Data. No later than 15 business days after the Preliminary Approval Date,
11 Defendant shall provide the Settlement Administrator with the Class Data for purposes of preparing
12 and mailing Notice Packets to Settlement Class Members. The Class Data shall be confidential. The
13 Settlement Administrator shall not provide the Class Data to Class Counsel, Plaintiff, Class
14 Members, or any third party, or use the Class Data or any information contained therein for any
15 purpose other than to administer this Settlement.

16 2. Notice Packets.

17 a. The Notice Packet shall contain the Notice of Class Action Settlement in a form
18 substantially similar to the form attached hereto as Exhibit 1. The Notice of Class Action Settlement
19 shall set forth the material terms of the Settlement, including the release to be given by all members
20 of the Settlement Class who do not request to be excluded from the Settlement Class. The Notice
21 Packet also shall be individualized by including the Settlement Class Member's starting and ending
22 dates of employment during the Settlement Class Period, the number of Compensable Pay Periods,
23 and the estimated amount of their Individual Settlement Payment.

24 b. The Notice Packet's mailing envelope shall include the following language:
25 **"IMPORTANT LEGAL DOCUMENT- YOU ARE ENTITLED TO MONEY FROM A**
26 **CLASS ACTION SETTLEMENT; YOUR PROMPT REPLY IS REQUIRED AS**
27 **EXPLAINED IN THE ENCLOSED NOTICE."**
28

1 c. Notice by First Class U.S. Mail. Upon receipt of the Class Data, the Settlement
2 Administrator will perform a search based on the National Change of Address Database and/or
3 similar database(s) to update and correct any known or identifiable address changes. No later than
4 14 calendar days after receiving the Class Data from Defendant as provided herein, the Settlement
5 Administrator shall mail copies of the Notice Packet to all Settlement Class Members via regular
6 First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the
7 current mailing address for each Settlement Class Member. The address identified by the Settlement
8 Administrator as the current mailing address shall be presumed to be the best mailing address for
9 each Settlement Class Member. In the event more than one address is identified, then the Settlement
10 Administrator shall mail to each potentially valid address.

11 d. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator
12 as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address
13 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall promptly
14 attempt to determine a correct address by lawful use of skip-tracing, or other search using the name,
15 address and/or Social Security number of the Settlement Class Member involved, and shall then
16 perform a re-mailing, if another mailing address is identified by the Settlement Administrator.
17 Settlement Class Members who received a re-mailed Notice Packet shall have their Response
18 Deadline extended 15 days from the original Response Deadline.

19 3. Disputes Regarding Individual Settlement Payments. Settlement Class Members will
20 have the opportunity, should they disagree with Defendant's records regarding the Compensable Pay
21 Periods worked by Settlement Class Members stated on the Notice of Class Action Settlement, to
22 provide documentation and/or an explanation to show contrary Compensable Pay Periods. If there is
23 a dispute, the Settlement Administrator will consult with the Parties to determine whether an
24 adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the
25 amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement
26 Administrator's determination of the eligibility for and amount of any Individual Settlement Payment
27 shall be binding upon the Settlement Class Member and the Parties.

1 4. Disputes Regarding Administration of Settlement. Any disputes not resolved by the
2 Settlement Administrator concerning the administration of the Settlement will be resolved by the
3 Court under the laws of the State of California. Prior to any such involvement of the Court, counsel
4 for the Parties will confer in good faith to resolve the disputes without the necessity of involving the
5 Court.

6 5. Request for Exclusion. The Notice Packet shall also contain an Opt-Out Form for
7 Settlement Class Members who wish to exclude themselves from the Settlement in a form approved
8 by the Court, but substantially similar to the form attached hereto as Exhibit2. Such Class Members
9 must submit the Opt-Out Form to the Settlement Administrator. To be valid, the Opt-Out Form must
10 contain the Settlement Class Member's name, address, and telephone number. The Request for
11 Exclusion will not be valid if it is not timely submitted by the Response Deadline and received by
12 the Settlement Administrator. The date of the postmark on the return mailing envelope or fax stamp
13 on the Request for Exclusion shall be the exclusive means used to determine whether the Request
14 for Exclusion was timely submitted. Any Settlement Class Member who requests to be excluded
15 from the Settlement Class will not be entitled to any recovery under the Settlement and will not be
16 bound by the terms of the Settlement or have any right to object, appeal or comment thereon.
17 Settlement Class Members who fail to submit a valid and timely Opt-Out Form on or before the
18 Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in
19 this Action if the Settlement is approved by the Court. No later than 14 calendar days after the
20 Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final
21 list of the Settlement Class Members who have timely submitted Requests for Exclusion. At no time
22 shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the
23 Settlement Class to submit Requests for Exclusion from the Settlement. Class Members who do not
24 opt-out of the Settlement will be deemed to have released all of the Released Claims against the
25 Released Parties.

26 6. Objections. The Notice of Class Action Settlement contained in the Notice Packet
27 shall state that Settlement Class Members who wish to object to the Settlement must serve on the
28 Settlement Administrator a written statement of objection ("Notice of Objection") by the Response

1 Deadline. The date on the proof of service shall be deemed the exclusive means for determining that
2 a Notice of Objection was served timely. The Notice of Objection must be signed by the Settlement
3 Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of
4 the Settlement Class Member's Social Security number and/or the Employee ID number; (3) the
5 basis for the objection; and (4) whether the Settlement Class Member intends to appear at the Final
6 Approval Hearing. Settlement Class Members who fail to make objections in the manner specified
7 above shall be deemed to have waived any objections and shall be foreclosed from making any
8 objections (whether by appeal or otherwise) to the Settlement. Settlement Class Members who
9 submit a timely Notice of Objection will have a right to appear at the Final Approval Hearing in
10 order to have their objections heard by the Court. No Settlement Class Member may appear at the
11 Final Approval Hearing unless he or she has served a timely objection that complies with the
12 procedures provided in this paragraph. At no time shall any of the Parties or their counsel seek to
13 solicit or otherwise encourage Settlement Class Members to file or serve written objections to the
14 Settlement or appeal from the Order and Final Judgment. Settlement Class Members who submit a
15 Request for Exclusion are not entitled to object to the Settlement.

16 J. Funding and Allocation of the Gross Settlement Amount

17 No later than 15 business days after the Effective Date, Defendant shall transmit the Gross
18 Settlement Amount to the Settlement Administrator to fund the Settlement, as set forth in this
19 Agreement.

20 1. Individual Settlement Payments. Individual Settlement Payments shall be paid from
21 the Net Settlement Amount and shall be paid pursuant to the formula set forth herein.

22 a. Calculation of Individual Settlement Payments. Using the Class Data, the
23 Settlement Administrator will calculate the total Compensable Pay Periods for all Settlement Class
24 Members by adding the number of Compensable Pay Periods worked by each Settlement Class
25 Member during the Class Period. The respective Compensable Pay Periods for each Settlement Class
26 Member will be divided by the total Compensable Pay Periods for all Settlement Class Members,
27 resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member's
28

1 Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement
2 Class Member's estimated Individual Settlement Payments.

3 b. Allocation. For tax purposes, Individual Settlement Payments shall be
4 allocated and treated entirely (i.e., 100%) as penalties, interest, and/or costs for reimbursable
5 expenses, not subject to withholdings, and reported on a 1099 form to be issued by the Settlement
6 Administrator.

7 c. Mailing. Individual Settlement Payments shall be mailed by regular First
8 Class U.S. Mail to Settlement Class Members' last known mailing address no later than 30 calendar
9 days after the Effective Date.

10 d. Expiration. Any checks issued to Settlement Class Members shall remain
11 valid and negotiable for 180 days from the date of their issuance. If a Settlement Class Member does
12 not cash his or her settlement check within 180 days, the uncashed funds shall be transmitted to the
13 Department of Industrial Relations Unpaid Wage Fund in the name of the Settlement Class Member
14 so that all Settlement Class Members will have the opportunity to claim their payments from the
15 Department of Industrial Relations after the expiration of the settlement checks. The Parties agree to
16 coordinate their efforts to seek Court approval for such an escheatment process of uncashed funds.
17 If for some reason the Court does not approve the escheatment of uncashed funds, to Parties agree
18 to proceed pursuant to California Code of Civil Procedure Section 384, distribute uncashed funds as
19 described therein, and agree upon the non-profit Bet Tzedek pursuant to CCP section 384(b)(3)(C).

20 2. Class Representative Enhancement. Defendant agrees not to oppose or object to any
21 application or motion by Plaintiff for a Class Representative Enhancement of up to \$5,000 to
22 Plaintiff. The Class Representative Enhancement is in exchange for the Released Claims, a General
23 Release, and for Plaintiff's time, effort and risk in bringing and prosecuting the Action. The
24 Settlement Administrator shall pay the Class Representative Enhancement to Plaintiff from the Gross
25 Settlement Amount no later than thirty (30) calendar days after the Effective Date. Any portion of
26 the requested Class Representative Enhancement that is not awarded to the Class Representative
27 shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as
28 provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 — MISC

1 to Plaintiff for her Class Representative Enhancement. Plaintiff shall be solely and legally
2 responsible to pay any and all applicable taxes on the respective Class Representative Enhancement
3 and shall hold harmless Defendant from any claim or liability for taxes, penalties, or interest arising
4 as a result of the Class Representative Enhancement. The Class Representative Enhancement shall
5 be in addition to Plaintiff's Individual Settlement Payment as a Settlement Class Member. In the
6 event that the Court reduces or does not approve the requested Class Representative Enhancement,
7 Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

8 3. Class Counsel Award. Defendant agrees not to oppose or object to any application or
9 motion by Class Counsel for attorney fees not to exceed one-third (33.33%) of the Gross Settlement
10 Amount (\$393,333.33). Additionally, Defendant shall not oppose an application by Class Counsel
11 for, and Class Counsel shall not seek or receive an amount in excess of \$11,000.00 from the Gross
12 Settlement Amount for all past and future Litigation costs and expenses necessary to prosecute, settle,
13 and administer the Action as supported by a declaration from Class Counsel. The Parties agree that
14 any and all claims for reasonable attorney fees and costs have been settled by this Agreement and
15 that neither Plaintiff, Settlement Class Members, nor Class Counsel shall seek payment of attorney
16 fees or reimbursement of costs/expenses from Defendant except as set forth in this Agreement. Any
17 portion of the requested Class Counsel Award that is not awarded to Class Counsel shall be part of
18 the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this
19 Agreement. Under no circumstances will Defendant be required to submit additional amounts in
20 excess of the Gross Settlement Payment. The Settlement Administrator shall pay the Class Counsel
21 Award to Class Counsel from the Gross Settlement Amount no later than 30 calendar days after the
22 Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on
23 the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS Form
24 1099 — MISC to Class Counsel for the payments made pursuant to this paragraph. In the event that
25 the Court reduces or does not approve the requested Class Counsel Award, Plaintiff and Class
26 Counsel shall not have the right to revoke the Settlement, and it will remain binding.

27 4. \$25,000 shall be allocated from the Gross Settlement Amount for settlement of claims
28 for civil penalties under PAGA. The Settlement Administrator shall pay 75% of the PAGA Payment,

1 or \$18,750, to the LWDA no later than 25 calendar days after the Effective Date. 25%, or \$6,250,
2 will be part of the Net Settlement Amount and distributed to Settlement Class Members as described
3 in this Agreement.

4 5. Settlement Administration Costs. The Settlement Administrator shall be paid for the
5 costs of administration of the Settlement from the Gross Settlement Amount. The estimate of the
6 Settlement Administration Costs is not to exceed \$27,500. The Settlement Administrator shall be
7 paid the Settlement Administration Costs no later than 30 calendar days after Defendant provides
8 funds to the Settlement Administrator for disbursement under this Agreement.

9 6. Net Settlement Amount. The Parties estimate the amount of the Net Settlement
10 Amount as follows:

11	Gross Settlement Amount	\$	1,180,000.00
12	Class Representative Enhancement:	\$	5,000.00
13	Class Counsel's Fees:	\$	393,333.33
14	Class Counsel's Costs:	\$	11,000.00
15	PAGA Payment:	\$	25,000.00
16	(\$18,750 to the LWDA and \$6,250 to remain in the Net Settlement)		
17	<u>Settlement Administration Costs:</u>	\$	<u>27,500.00</u>
18	Net Settlement Amount	\$	724,416.70

19 **K. Final Approval**

20 At the earliest practicable time following the expiration of the Response Deadline or as
21 ordered by the Court, Plaintiff shall file with the Court a Motion for Order Granting Final Approval
22 and Entering Judgment, which motion shall request final approval of the Settlement and the amounts
23 payable for the Class Representative Enhancement, the Class Counsel Award, the PAGA Payment,
24 and the Settlement Administration Costs.

25 **L. Final Approval Order and Judgment**

26 The Parties shall present a Judgment and Order Granting Final Approval of Class Action
27 Settlement to the Court for its approval. The Final Judgment shall, among other things:
28

1 1. Find that the Court has personal jurisdiction over all Settlement Class Members and
2 that the Court has subject matter jurisdiction to approve this Stipulation and all exhibits thereto;

3 2. Approve this Stipulation and the proposed Settlement as fair, reasonable and
4 adequate, consistent and in compliance with all applicable requirements of the California Code of
5 Civil Procedure, the California and United States Constitutions (including the due process clauses),
6 the California Rules of Court and any other applicable law, and in the best interests of each of the
7 Parties and the Class Members;

8 3. Direct the Parties and their counsel to implement this Stipulation according to its
9 terms and provisions;

10 4. Declare this Stipulation to be binding on Plaintiffs and all other Settlement Class
11 Members, except those who timely and properly filed Request for Exclusions, as well as their heirs,
12 executors and administrators, successors and assigns;

13 5. Certify the Class, for settlement purposes only, and find that an ascertainable class
14 exists and a well-defined community of interest exists in the questions of law and fact involved
15 because in the context of the Settlement such that: (i) there are questions of law and fact common to
16 the Class Members which, as to the Settlement and all related matters, predominate over any
17 individual questions; (ii) the Claims of Plaintiff are typical of the Claims of the Class Members; and
18 (iii) in negotiating, entering into and implementing the Settlement, Plaintiff and Plaintiff's Attorneys
19 have fairly and adequately represented and protected the interests of the Class Members;

20 6. Find that the Notice and notice methodology implemented pursuant to this
21 Stipulation: (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
22 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
23 Action, their right to object to or exclude themselves from the proposed Settlement and their right to
24 appear at the Final Approval Hearing; (iii) were reasonable and constituted due, adequate and
25 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements of
26 the California Code of Civil Procedure, the California and United States Constitutions (including the
27 Due Process Clause), the California Rules of Court and any other applicable law;

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1 7. Find that Plaintiff and Class Counsel adequately represented the Settlement Class for
2 purposes of entering into and implementing the settlement;

3 8. Dismiss the Action (including all individual claims and Released Claims presented
4 thereby) with prejudice, without fees or costs to any party except as provided in this Stipulation;

5 9. Incorporate the Released Claims set forth in this Agreement, make the Released
6 Claims effective as of the date of the Preliminary Approval Date, and forever discharge the Released
7 Parties from any claims or liabilities arising from or related to the Action as described more fully
8 above;

9 10. Permanently bar and enjoin Plaintiff and all Settlement Class Members who have not
10 been timely and properly excluded from the Settlement Class, and any person acting on their behalf,
11 from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or
12 otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal
13 court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based
14 on the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class
15 for purposes of pursuing as a purported class action (including by seeking to amend a pending
16 complaint to include class allegations, or by seeking class certification in a pending action) any
17 lawsuit based on or relating to the Released Claims;

18 11. Authorize the Parties, without further approval from the Court, to agree to and to
19 adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached
20 hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement
21 Class Members under the Stipulation; and

22 12. State that without affecting the finality of the Final Judgment, the Court shall retain
23 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
24 administration and enforcement of the Settlement.

25 Any disputes or controversies arising with respect to the interpretation, consummation,
26 enforcement, or implementation of the Settlement shall be presented by motion to the Court.

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1 **IV. RELEASE OF CLAIMS BY THE CLASS**

2 As of the Effective Date and in consideration for the benefits set forth in this Agreement,
3 Plaintiff and the Settlement Class Members release the Released Parties from the Released Claims
4 for the Covered Period as described in this Agreement.

5 **V. RELEASE OF CLAIMS BY PLAINTIFF**

6 As of the Effective Date, Plaintiff will be deemed to have released the Released Parties of
7 and from all of the Released Claims during the Class Period. Plaintiff, for herself and her heirs,
8 successors and assigns, further waives, releases, acquits and forever discharges the Released Parties,
9 from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever
10 nature, whether known or unknown, which exist or may exist on Plaintiff's behalf as of the date of
11 this Agreement, including, but not limited to, any and all tort claims, contract claims, wage claims,
12 wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation
13 claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy
14 claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under
15 any federal, state or other governmental statute, law, regulation or ordinance, including, but not
16 limited to, claims for violation of the FLSA, the California Labor Code, the Wage Orders of
17 California's Industrial Welfare Commission, other state wage and hour laws, the Americans with
18 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee Retirement
19 Income Security Act, Title VII of the Civil Rights Act of 1964, the California Fair Employment and
20 Housing Act, the California Family Rights Act, the Family Medical Leave Act, California's
21 Whistleblower Protection Act, California Business & Professions Code §§17200 et seq., and any and
22 all claims arising under any federal, state or other governmental statute, law, regulation or ordinance.

23 Plaintiffs' releases set forth herein include a waiver of all rights under California Civil Code
24 §1542, which provides:

25 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE**
26 **CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
27 **FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**
28 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS**
OR HER SETTLEMENT WITH THE DEBTOR.

1 Plaintiff may hereafter discover claims or facts in addition to, or different from, those which
2 she now knows or believes to exist, but Plaintiff expressly agrees to fully, finally and forever settle
3 and release any and all claims against the Released Parties, known or unknown, suspected or
4 unsuspected, which exist or may exist on behalf of or against the other at the time of execution of
5 this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's
6 employment with Defendant. The Parties further acknowledge, understand and agree that this
7 representation and commitment is essential to the Agreement and that this Agreement would not
8 have been entered into were it not for this representation and commitment.

9 **VI. NULLIFICATION OF THE JOINT STIPULATION**

10 If the number of Class Members who submit Opt-Out Forms reaches 10%, Defendant may
11 rescind this Joint Stipulation. If Defendant rescinds, it must do so in writing to Class Counsel and
12 Defendant will be responsible for settlement administration costs. It was represented to Plaintiff that
13 there was 134,255 itemized wage statements at issue and 5,040 Settlement Class Members. Upon
14 receipt of the Class Data, the Claims Administrator shall confirm to Plaintiff that the Class Data is
15 consistent with these representations. To the extent the number of itemized wage statements at issue
16 increases beyond 134,255 by more than 5%, Defendant shall have the option to increase the Gross
17 Settlement Amount by a proportionate amount. Further, to the extent the number of itemized wage
18 statements at issue increases beyond 134,255 by more than 5% and causes an increase of the cost of
19 Claims Administration beyond the amount that has been approved by the Court, Defendant shall
20 separately bear the increased cost of Claims Administration outside of the Gross Settlement Amount.
21 If Defendant fails to increase the Gross Settlement Amount proportionately or remit payment of the
22 increased cost of Claims Administration, Plaintiff shall have the right to terminate this Agreement
23 and the Parties will be restored to their positions prior to the Settlement and the Settlement shall be
24 null and void.

25 **VII. NO IMPACT ON BENEFIT PLANS**

26 Neither this Settlement nor any amounts paid under the Settlement will modify any
27 previously credited hours or service under any employee benefit plan, policy, or bonus program
28 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,

1 benefits under, or any other monetary entitlement under Defendant-sponsored benefit plans, policies,
2 or bonus programs. The payments made under the terms of this Stipulation shall not be applied
3 retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other form of
4 compensation for the purposes of Defendant's benefit plan, policy, or bonus program. Defendant
5 retains the right to modify the language of its benefit plans, policies and bonus programs to effect
6 this intent, and to make clear that any amounts paid pursuant to this Settlement are not for "hours
7 worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable
8 plans, policies and bonus programs for purposes of eligibility, vesting, benefit accrual, or any other
9 purpose, and that additional contributions or benefits are not required by this Settlement.

10 **VIII. DUTIES OF THE PARTIES**

11 **A. Mutual Full Cooperation**

12 The Parties agree to cooperate to accomplish and implement the terms of this Joint
13 Stipulation. Such cooperation will include, but is not necessarily limited to, execution of such other
14 documents and taking such other actions as may be reasonably necessary to fulfill the terms of this
15 Joint Stipulation. The Parties will use their best efforts, including all efforts contemplated by this
16 Joint Stipulation and any other efforts that may become necessary by court order, or otherwise, to
17 effectuate this Joint Stipulation and the terms set forth herein. As soon as practicable after execution
18 of this Joint Stipulation, Class Counsel, with the cooperation of Defendant and its counsel, will try
19 to secure Preliminary Approval and Final Approval.

20 **B. Duty to Support and Defend the Settlement**

21 The Parties agree the settlement is fair, adequate, and reasonable and will so represent to the
22 Court. In addition, the mediator (Judge Hoffman) may execute a declaration supporting the
23 settlement, and the Court may contact the mediator to discuss the settlement and whether or not the
24 settlement is fair, adequate, and reasonable. The Parties agree to abide by all terms of the Joint
25 Stipulation in good faith and to support the Joint Stipulation fully, and to use their best efforts to
26 defend this settlement from any legal challenge, whether by appeal or collateral attack.

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1 **IX. MISCELLANEOUS PROVISIONS**

2 **A. No Media Comments**

3 If contacted by the media, the Parties and Class Counsel will merely inform them that the
4 Action has been resolved, and refer them to the public filings.

5 **B. Construction**

6 The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm's-length
7 negotiations, and it is not to be construed for or against any party for any reason.

8 **C. Interim Stay of Proceedings.**

9 The Parties agree to stay all proceedings in the Actions, except such proceedings necessary
10 to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing
11 to be conducted by the Court.

12 **D. Admissibility of Agreement.**

13 This Agreement shall not be admissible in any proceeding for any purpose, except to enforce
14 it according to its terms.

15 **E. Amendment or Modification.**

16 This Agreement may be amended or modified only by a written instrument signed by counsel
17 for all Parties or their successors-in-interest.

18 **F. Authorization to Enter Into Settlement Agreement.**

19 Counsel for all Parties warrant and represent they are expressly authorized by the Parties
20 whom they represent to negotiate this Agreement and to take all appropriate actions required or
21 permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to
22 execute any other documents required to effectuate the terms of this Agreement. The persons signing
23 this Agreement on behalf of Defendant represent and warrant that they are authorized to sign this
24 Agreement on behalf of Defendant. Plaintiffs represent and warrant that they are authorized to sign
25 this Agreement and that they have not assigned any claim, or part of a claim, covered by this
26 Settlement to a third-party.

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1 **G. Binding on Successors and Assigns.**

2 This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns
3 of the Parties hereto, as previously defined.

4 **H. California Law Governs**

5 All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall
6 be governed by and interpreted according to the laws of the State of California.

7 **I. Counterparts.**

8 This Agreement may be executed in one or more counterparts. All executed counterparts and
9 each of them shall be deemed to be one and the same instrument provided that counsel for the Parties
10 to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

11 **J. Jurisdiction of the Court.**

12 The Parties agree that the Court shall retain jurisdiction with respect to the interpretation,
13 implementation and enforcement of the terms of this Agreement and all orders and judgments entered
14 in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the
15 Court for purposes of interpreting, implementing and enforcing the settlement embodied in this
16 Agreement and all orders and judgments entered in connection therewith. The Parties agree that upon
17 approval by the Court, this Settlement shall be enforceable by the Court, and the Court shall retain
18 exclusive and continuing equity jurisdiction pursuant to California Code of Civil Procedure §664.6
19 of this action over all Parties and Settlement Class Members to interpret and enforce the terms,
20 conditions, and obligations set forth in this Settlement. The Parties agree that if any immaterial
21 provision of this Settlement is determined to be invalid, the invalid portion shall be deemed severed
22 and the remaining Settlement deemed enforceable.

23 **K. Disputes**

24 Any disputes arising from, or relating to, the finalizing of the terms of this Joint Stipulation
25 of Class Action Settlement shall be submitted to the Hon. Herbert Hoffman (Ret.).

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1 **L. Invalidity of Any Provision.**

2 Before declaring any provision of this Agreement invalid, the Court shall first attempt to
3 construe the provisions valid to the fullest extent possible consistent with applicable precedents so
4 as to define all provisions of this Agreement valid and enforceable.

5 **M. No Unalleged Claims.**

6 Plaintiff and Class Counsel represent that they do not currently intend to pursue any claims
7 against Defendant, including, but not limited to, any and all claims relating to or arising from
8 Plaintiffs' employment with Defendant, and that Class Counsel is not currently aware of any facts or
9 legal theories upon which any claims or causes of action could be brought against Defendant. The
10 Parties further acknowledge, understand, and agree that this representation is essential to the
11 Agreement and that this Agreement would not have been entered into were it not for this
12 representation.

13 **N. Waiver of Certain Appeals.**

14 The Parties agree to waive any and all rights to appeal, this waiver being contingent upon the
15 Court entering the Final Judgment. This waiver includes waiver of all rights to any post-judgment
16 proceeding and appellate proceeding, including, but not limited to, motions for relief from judgment
17 and motions to amend or alter the judgment.

18 **O. No Admissions.**

19 Plaintiff has claimed and continues to claim that the Released Claims have merit and give
20 rise to liability on the part of Defendant. Defendant has claimed and continues to claim that the
21 Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of
22 disputed claims. Nothing contained in this Agreement and no documents referred to herein and no
23 action taken to carry out this Agreement may be construed or used as an admission by or against the
24 Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted.

25 **P. Captions and Interpretations**

26 Paragraph, titles, or captions contained herein are inserted as a matter of convenience and for
27 reference only, and in no way define, limit, extend, or describe the scope of this Joint Stipulation or
28 any provision thereof.

1 **Q. Modification**

2 This Joint Stipulation may not be changed, altered, or modified, except in writing signed by
3 counsel for the Parties and approved by the Court. This Joint Stipulation may not be discharged
4 except by performance under its terms or by a writing signed by the Parties.

5 **R. Successor and Assigns**

6 This Joint Stipulation will be binding upon and inure to the benefit of the Parties and their
7 respective heirs, trustees, executors, administrators, successors, and assigns.

8 **S. Class Counsel Signatories**

9 Because the Class Members are so numerous, the Parties agree it is impossible or impractical
10 to have each Class Member sign this Joint Stipulation. This Joint Stipulation may be executed on
11 behalf of the Class by Class Counsel and Plaintiff.

12 **T. Plaintiff's Waiver of Right to be Excluded or Object**

13 Plaintiff agrees not to Opt-Out of the Class and agrees not to object to any terms of this Joint
14 Stipulation. Non-compliance by Plaintiff with this paragraph will be void and of no force or effect.
15 Any such request for exclusion or objection by Plaintiff will therefore be void and of no force or
16 effect.

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PLAINTIFFS/CLASS REPRESENTATIVES AND CLASS COUNSEL

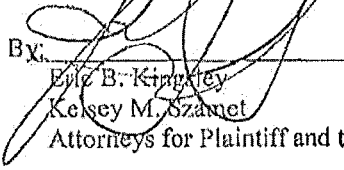
3/26/2018

DATED: March __, 2018

By: 
Plaintiff Crystal Martinez Ramirez

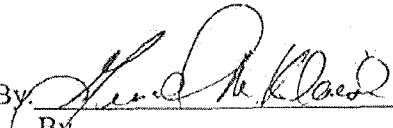
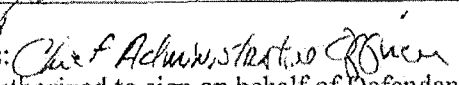
DATED: March 26, 2018

KINGSLEY & KINGSLEY APC

By: 
Eric B. Kingsley
Kelsey M. Szanet
Attorneys for Plaintiff and the Class

DEFENDANT AND COUNSEL FOR DEFENDANT

DATED: April ____, 2018

By: 
By
Its: 
Authorized to sign on behalf of Defendant
SP Plus Corporation

DATED: April 30, 2018

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

By: 
Spencer C. Skeen
Tim L. Johnson
Attorneys for Defendant

EXHIBIT "2"

Cost report for Standard Parking Corp. IL adv. Martinez, Crystal

Date	TaskCode	Payee	Description	Cost	Acct/Check No
1/29/2016	COSTS	Copies		\$0.50	Copy Charge
1/31/2016	postage	Postage		\$7.22	Postage
2/29/2016	postage	Postage		\$13.48	Postage
3/14/2016	COSTS	LASC	S&C filing fee	\$435.00	COSTS 12377
3/31/2016	postage	Postage		\$1.90	Postage
5/18/2016	Attorney Relat	Attorney Related Servic	service date: 3-24-16 INV Date: 3-31-16	\$80.00	Attorney Related Servi
6/9/2016	courtcall	CourtCall	date: 6-9-16 date of hearing: 7-18-16	\$86.00	CourtCall
7/6/2016	postage	Postage	June 2016 postage.	\$3.76	Postage
7/26/2016	COSTS	Copies	for the period of 6/1/16-6/30/16	\$14.25	Copy Charge
8/1/2016	postage	Postage	Postage for the month of July 2016	\$0.47	Postage
8/10/2016	COSTS	Copies	for the period of 7/1/16-7/31/16	\$4.00	Copy Charge
10/3/2016	postage	Postage	Postage for the Month of September 2016	\$0.89	Postage
2/13/2017	postage	Postage	January 2017	\$0.46	Postage
2/14/2017	copies	copies	January 2017	\$4.00	Copy Charge
7/3/2017	COSTS	CourtCall	hearing date: 7-10-17	\$86.00	COSTS
7/18/2017	COSTS	JUDICATE WEST	Mediation INV#422023	\$3,450.00	COSTS 13042
7/18/2017	COSTS	JUDICATE WEST	Case Management Fee INV#422023	\$195.00	COSTS
8/1/2017	copies	copy charge	July 2017	\$0.25	copies
8/1/2017	postage	postage	July 2017	\$0.92	postage
9/21/2017	COSTS	costs	KMS attended ex parte mileage: \$28 parking: \$20	\$48.00	COSTS 13137
9/21/2017	COSTS	COSTS EXP.	KMS attended mediation on: 8-22-17 mileage: \$28.00 parking: \$39.15	\$67.15	Travel Exp 13137
10/19/2017	COSTS	JUDICATE WEST	INV# 429356 - second mediation session Tad ID #33-0626684	\$3,645.00	costs 13166
10/30/2017	COSTS	LASC online	docs retrieved on related cases	\$254.60	doc retrieval fee
11/9/2017	copies	Copy charge	October 2017	\$18.50	copies
11/9/2017	postage	Postage	October 2017	\$5.15	Postage
11/21/2017	research	Thomson Reuters West	billing period of 10/1/17-10/31/17	\$636.93	Research
12/6/2017	research	Thomson Reuters West	billing period of 11/1/17-11/30/17	\$636.93	Research
12/21/2017	Filing Fee	On-call		\$21.50	Filing Fee 13256
12/27/2017	COSTS	Kelse Szamet	KMS attended second mediation and OSC	\$95.63	COSTS 13243
12/29/2017	COSTS	CourtCall	hearing date: 1-18-18	\$86.00	COSTS
1/31/2018	postage	Postage	January 2018	\$2.77	Postage

<i>Date</i>	<i>TaskCode</i>	<i>Payee</i>	<i>Description</i>	<i>Cost</i>	<i>Acct/Check No</i>
2/7/2018	COSTS	CourtCall	hearing date: 3-6-18	\$86.00	Cost
2/10/2018	copies	copy charge	billing period of 1/1-18-1-31/18	\$4.00	copies
2/10/2018	Filing Fee	On-call	INV#48590	\$20.50	Filing Fee 13291
3/12/2018	Filing Fee	On-call	INV#49890-01	\$22.90	Filing Fee 13346
4/6/2018	COSTS	LASC -online reservatio	hearing date: 5-9-18	\$60.00	Filing Fee
5/2/2018	copies	copy charge	for the period of 4/1/18-4/30/18	\$5.25	copies
6/1/2018	copies	copy charge	billing period of 5/1/18-5/31/18	\$0.75	copies
6/1/2018	COSTS	Fed Ex	ship date: 4-13-18	\$56.34	COSTS 13454
6/1/2018	postage	Postage	May 2018	\$0.47	Postage
6/1/2018	research	Thomson Reuters West	billing period of 4/1/18-4/30/18	\$210.32	Research
6/2/2018	Filing Fee	On-call	INV#68887 filing date: 4-13-18	\$27.20	Filing Fee 13452
6/5/2018	COSTS	Kelse Szamet	KMS attended Mtn	\$48.00	COSTS 13467
6/5/2018	Filing Fee	On-call	INV#72492 completed 5-15-18	\$21.05	Filing Fee 13468
7/20/2018	copies	Copies	for the period of 6/1/18-6/30/18	\$8.50	copies
7/24/2018	postage	Postage	June 2018	\$2.26	Postage
8/23/2018	postage	Postage	August 2018	\$29.47	Postage
8/24/2018	Filing Fee	On-call	On-Call INV#81969 Standard Parking (8-24-18).pdf	\$20.75	Filing Fee 13578
9/7/2018	COSTS	Coalition of Court repor	INV#157135	\$545.00	COSTS 13597
9/19/2018	COSTS	Coalition of Court repor	INV#157522	\$83.15	COSTS 13604
9/19/2018	COSTS	Coalition of Court repor	INV#157522 (2)	\$21.35	COSTS 13614
9/19/2018	Filing Fee	On-call	INV#82586	\$89.70	Filing Fee 13607
9/28/2018	research	Thomson Reuters West	billing period of 8/1/18-8/31/18	\$78.81	Research
10/3/2018	COSTS	Kelsey Szamet	KMS attended hearing	\$35.12	COSTS 13621
10/19/2018	Filing Fee	On-call	INV#84731	\$27.80	Filing Fee 13664
10/19/2018	Filing Fee	On-call	On-Call INV#84726	\$113.90	Filing Fee 13664
10/19/2018	Filing Fee	On-call	On-Call INV#84728	\$78.90	Filing Fee 13664
10/19/2018	Filing Fee	On-call	On-Call INV#84729	\$75.00	Filing Fee 13664
10/19/2018	COSTS	On-call	On-Call INV#84729	\$75.00	COSTS 13664
10/19/2018	COSTS	On-call	On-Call INV#85359	\$85.00	COSTS 13664
10/22/2018	COSTS	On-call	INV#84730	\$68.90	COSTS 13664
10/31/2018	Filing Fee	On-call	On Call INV#90745 SP	\$28.15	Filing Fee 13681
11/15/2018	Filing Fee	LASC	EX Parte fee	\$60.00	Filing Fee 13697
11/28/2018	COSTS	David Keledjian	attended exparte/printing docs for ex parte	\$121.68	COSTS 13713
12/5/2018	Filing Fee	On-call	On-Call INV#94344 SP	\$57.50	Filing Fee 13716
3/12/2019	COSTS	CoSTS	filng costs, perosnally service of docs (misc. costs)	\$2,250.00	COSTS

<i>Date</i>	<i>TaskCode</i>	<i>Payee</i>	<i>Description</i>	<i>Cost</i>	<i>Acct/Check No</i>
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TOTAL COST ***\$14,420.98***

Total Cost By Account

Attorney Related Services	\$80.00
copies	\$37.25
Copy Charge	\$22.75
Cost	\$86.00
COSTS	\$11,430.17
CourtCall	\$86.00
doc retrieval fee	\$254.60
Filing Fee	\$724.85
Postage	\$69.22
Research	\$1,562.99
Travel Exp	\$67.15

EXHIBIT “3”

ALM RESEARCH

2007 NLJ Billing Survey

Fiscal Year - 2007

Billing Source-National Law Journal 12/1/2007

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	A	C	D	E	F	G	H	I	J	K	L
1											
2											
3											
4											
5											
6											
7	Adams and Reese	\$500	\$225	\$255	\$165	\$198	\$305	\$278	\$197	\$300	\$275
8	Andrews Kurth	\$795	\$400	\$460	\$210						
9	Arent Fox	\$675	\$395	\$440	\$240						
10	Armstrong Teasdale	\$450	\$295	\$295	\$165						
11	Baker, Donelson, Bearman, Caldwell & Berkowitz	\$525	\$230	\$315	\$160	\$205	\$325	\$280	\$200	\$320	\$270
12	Barnes & Thornburg	\$485	\$265	\$295	\$180	\$225	\$350	\$302	\$220	\$355	\$310
13	Bass, Berry & Sims PLC	\$575	\$300	\$285	\$180						
14	Best Best & Krieger	\$495	\$290	\$350	\$160	\$203	\$275	\$212	\$235	\$390	\$265
15	Bond, Schoeneck & King	\$435	\$200	\$250	\$140	\$179	\$294	\$253	\$175	\$295	\$300
16	Bradley Arant Rose & White	\$520	\$240	\$280	\$180	\$211	\$335	\$258	\$205	\$330	\$260
17	Briggs and Morgan	\$500	\$250	\$325	\$195	\$233	\$391	\$344	\$230	\$385	\$350
18	Brinks Hofer Gilson & Lione	\$650	\$300	\$410	\$180	\$273	\$479	\$365	\$250	\$485	\$350
19	Broad and Cassel	\$450	\$250	\$310	\$165	\$232	\$361	\$294	\$225	\$360	\$275
20	Brownstein Hyatt Farber Schreck	\$675	\$260	\$270	\$170	\$219	\$373	\$308	\$218	\$390	\$325
21	Bryan Cave	\$695	\$320	\$495	\$165	\$295	\$493	\$394	\$295	\$490	\$375
22	Buchanan Ingersoll & Rooney	\$750	\$320	\$460	\$150						
23	Bullivant Houser Bailey	\$500	\$225	\$350	\$150	\$240	\$285	\$260	\$220	\$275	\$250
24	Burr & Forman	\$470	\$250	\$305	\$175	\$235	\$340				
25	Butzel Long	\$575	\$210	\$350	\$155						
26	Carlton Fields	\$600	\$280	\$375	\$190	\$243	\$406	\$312	\$245	\$405	\$300
27	Cooley Godward Kronish	\$875	\$470	\$555	\$250						
28	Covington & Burling	\$800	\$510	\$525	\$240						
29	Cozen O'Connor	\$750	\$230	\$530	\$155	\$283	\$420	\$350	\$280	\$425	\$340
30	Curtis, Mallet-Prevost, Colt & Mosle	\$735	\$635	\$560	\$280	\$361	\$666	\$396	\$380	\$685	\$480
31	Davis Wright Tremaine	\$695	\$300	\$390	\$170	\$257	\$430	\$375	\$250	\$423	\$375
32	Day Pitney	\$650	\$350	\$525	\$210	\$306	\$472	\$374	\$310	\$465	\$375
33	Dickinson Wright	\$530	\$260	\$275	\$170						
34	Dickstein Shapiro Morin & Oshinsky	\$425	\$425	\$440	\$225	\$336	\$552	\$438	\$360	\$550	\$425
35	Dinsmore & Shohl	\$475	\$235	\$285	\$155	\$199	\$342	\$275	\$190	\$340	\$250
36	Dorsey & Whitney	\$750	\$220	\$470	\$145	\$274	\$463	\$375	\$260	\$463	\$365
37	Duane Morris	\$705	\$315	\$465	\$150	\$310	\$475	\$416	\$305	\$470	\$415
38	Dykema Gossett	\$625	\$245	\$390	\$185	\$272	\$403				
39	Edwards Angell Palmer & Dodge	\$700	\$350	\$450	\$170	\$293	\$515	\$407	\$280	\$513	\$400
40	Edstein Becker & Green	\$675	\$280	\$440	\$155	\$290	\$471	\$380	\$280	\$475	\$395
41	Fenwick & West	\$775	\$500	\$500	\$245	\$360	\$590	\$395	\$370	\$600	\$410
42	Foley & Lardner	\$855			\$185	\$387	\$550	\$476	\$375	\$550	\$475
43	Ford & Harrison	\$660	\$325	\$395	\$210						
44	Fowler White Boggs Banker	\$500	\$230	\$325	\$150	\$217	\$345	\$303	\$210	\$340	\$300

EXHIBIT

23

	A	C	D	E	F	G	H	I	J	K	L
45	Fox Rothschild	\$595	\$240	\$440	\$190						
46	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
47	Frost Brown Todd	\$455	\$225	\$255	\$145	\$180	\$303	\$256	\$170	\$295	\$255
48	Gardere Wynne Sewell	\$715	\$350	\$425	\$220	\$292	\$472	\$405	\$265	\$475	\$405
49	Gray/Robinson, PA	\$500	\$175	\$250	\$250	\$198	\$319	\$224			
50	Greenberg Traurig, PA	\$850	\$300	\$505	\$175	\$311	\$490	\$407	\$310	\$500	\$415
51	Harris Beach	\$475	\$250	\$275	\$140						
52	Hiscock & Barclay LLP	\$375	\$220	\$250	\$160	\$185	\$278	\$245	\$180	\$280	\$250
53	Hodgson Russ	\$645	\$215	\$395	\$155	\$219	\$337	\$254	\$205	\$350	\$250
54	Hogan & Hartson	\$850	\$300	\$525	\$160	\$385	\$600	\$490	\$370	\$690	
55	Holland & Hart	\$585	\$275	\$345	\$165	\$269	\$388	\$335	\$275	\$385	\$335
56	Holme Roberts & Owen	\$635	\$285	\$420	\$195	\$284	\$412	\$353	\$265	\$410	\$345
57	Howard, Rice, Nemerovski, Canady, Falk & Rabkin	\$775	\$495	\$485	\$275						
58	Hughes Hubbard & Reed	\$825	\$595	\$560	\$240						
59	Husch & Eppenberger	\$425	\$190	\$260	\$130	\$179	\$297	\$248	\$175	\$295	\$245
60	Jackson Lewis	\$575	\$235	\$450	\$210						
61	Jenner & Block LLP	\$900	\$450	\$425	\$275	\$327	\$562		\$325	\$525	
62	Jones, Walker, Waechter, Poitevent, Carriere & Denegre	\$600	\$210	\$225	\$150						
63	Kelley Dye & Warren	\$800	\$400	\$500	\$255						
64	Knobbe, Martens, Olson & Bear	\$645	\$340	\$420	\$215						
65	Lane Powell Moss & Miller	\$515	\$300	\$300	\$205	\$255	\$370	\$345	\$255	\$370	\$345
66	Lathrop & Gage	\$450	\$225	\$300	\$140	\$185	\$300	\$215	\$185	\$300	\$260
67	Leonard, Street and Deinard	\$500	\$300	\$300	\$185						
68	Lewis, Rice & Fingersh	\$425	\$240	\$295	\$130						
69	Lindquist & Vennum	\$500	\$260	\$260	\$165						
70	Locke, Lord, Bissell & Liddell	\$900	\$375	\$390	\$190	\$281	\$488	\$399	\$280	\$490	\$425
71	Loeb & Loeb	\$875	\$425	\$500	\$240	\$384	\$606	\$505	\$400	\$600	\$500
72	Lord, Bissell & Brook	\$690	\$335	\$410	\$200	\$299	\$473	\$410	\$300	\$475	\$415
73	Lowenstein Sandler	\$725	\$380	\$395	\$205						
74	Luce, Forward, Hamilton & Scripps	\$725	\$325	\$450	\$220	\$281	\$465	\$381	\$280	\$475	\$395
75	Manatt, Phelps & Phillips	\$785	\$520	\$480	\$265	\$395	\$600	\$518	\$415	\$590	\$550
76	Marshall, Dennehey, Warner, Coleman & Goggin	\$400	\$135	\$300	\$120						
77	McCarter & English LLP	\$650	\$325	\$395	\$205						
78	McElroy Deutsch, Mulvaney & Carpenter	\$450	\$295	\$225	\$135	\$180	\$250	\$195	\$165	\$235	\$215
79	McKee Nelson	\$920	\$635	\$595	\$375	\$446	\$760	\$489	\$455	\$755	\$475
80	Michael Best & Friedrich	\$550	\$325	\$300	\$185	\$234	\$363	\$321	\$235	\$350	\$325
81	Miles & Stockbridge	\$535	\$315	\$405	\$205	\$260	\$397				
82	Miller & Martin	\$580	\$230	\$295	\$160	\$201	\$338	\$306	\$195	\$340	\$320
83	Miller, Canfield, Paddock and Stone, PLC	\$595	\$265	\$340	\$160	\$225	\$400	\$285	\$220	\$400	\$335
84	Montgomery, McCracken, Walker & Rhoads	\$575	\$320	\$320	\$195	\$260	\$419	\$360			
85	Moore & Van Allen	\$765	\$265	\$330	\$175						
86	Morgan, Lewis & Bockius	\$850	\$375	\$575	\$200						
87	Morris, Manning & Martin	\$625	\$350	\$400	\$180	\$285	\$436	\$380	\$310	\$395	\$440
88	Nexsen Pruet Jacobs & Pollard	\$420	\$220	\$250	\$150						
89	Ogletree, Deakins, Nash, Smoak & Stewart	\$575	\$270	\$360	\$200	\$256	\$348	\$312			
90	Patton Boggs	\$920	\$320	\$520	\$205	\$375	\$536	\$456	\$385	\$525	\$455

	A	C	D	E	F	G	H	I	J	K	L
91	Pepper Hamilton	\$750	\$335	\$425	\$200						
92	Perkins Cole	\$805	\$205	\$500	\$145						
93	Firm Name	Partner Billing Rate High	Partner Billing Rate Low	Associate Billing Rate High	Associate Billing Rate Low	Associate Billing Rate Average	Partner Billing Rate Average	Firmwide Billing Rate Average	Associate Billing Rate Med	Partner Billing Rate Med	Firmwide Billing Rate Med
94	Phelps Dunbar	\$450	\$170	\$205	\$130	\$174	\$243	\$184	\$175		
95	Phillips Lytle	\$435	\$245	\$300	\$140	\$205	\$309	\$223	\$205	\$300	\$215
96	Polisneill Shalton Weite Suethtaus	\$600	\$250	\$250	\$175						
97	Quarles & Brady	\$575	\$260	\$335	\$185	\$233	\$377	\$319	\$235	\$375	\$325
98	Reed Smith	\$825	\$350	\$510	\$200	\$374	\$558	\$395	\$350	\$525	\$385
99	Robinson & Cole	\$575	\$340	\$325	\$200	\$295	\$424	\$328	\$280	\$420	\$330
100	Roetzel & Andress	\$460	\$210	\$275	\$110	\$198	\$302	\$264	\$200	\$300	\$260
101	Rutan & Tucker	\$600	\$335	\$350	\$210						
102	Saul Ewing	\$750	\$315	\$485	\$180	\$273	\$426	\$357	\$255	\$415	\$365
103	Schnader Harrison Segal & Lewis	\$750	\$240	\$385	\$175						
104	Schulte Roth & Zabel	\$850	\$650	\$585	\$235	\$435	\$724		\$440	\$745	
105	Shepard, Mullin, Richter & Hampton	\$795	\$425	\$550	\$280						
106	Shughart, Thomson & Kilroy	\$475	\$235	\$225	\$160						
107	Shumaker, Loop & Kendrick	\$465	\$200	\$360	\$180	\$221	\$311	\$289	\$220	\$305	\$300
108	Sillis Cummis Epstein & Gross	\$650	\$350	\$375	\$195						
109	Smith, Gambrell & Russell	\$575	\$250	\$345	\$175						
110	Snell & Wilmer	\$675	\$275	\$390	\$170	\$248	\$390				
111	Steptoe & Johnson PLLC	\$325	\$200	\$250	\$170						
112	Stinson Morrison Hecker	\$600	\$230	\$250	\$175	\$207	\$333	\$295	\$225	\$365	\$285
113	Stoel Rives	\$500	\$275	\$350	\$160	\$231	\$379	\$324	\$230	\$375	\$330
114	Strasburger & Price	\$560	\$225	\$395	\$200	\$234	\$367	\$326	\$223	\$383	\$322
115	Sullivan & Worcester	\$700	\$415	\$420	\$245	\$309	\$550	\$438	\$290	\$540	\$440
116	Sutherland Asbill & Brennan	\$715	\$375	\$415	\$215	\$292	\$511	\$335	\$280	\$500	\$305
117	Thacher Proffitt & Wood	\$785	\$525	\$495	\$275	\$353	\$674	\$428	\$365	\$700	\$395
118	Thompson & Knight	\$730	\$370	\$370	\$205	\$295	\$496	\$415	\$310	\$485	\$400
119	Thompson Coburn	\$580	\$265	\$320	\$170						
120	Ulmer & Berne	\$470	\$240	\$290	\$165	\$212	\$343	\$280			
121	Vedder, Price, Kaufman & Kammholz	\$650	\$335	\$410	\$205	\$281	\$430	\$372	\$370	\$425	\$365
122	Wiggin and Dana	\$590	\$295	\$350	\$195						
123	Williams Mullen	\$600	\$300	\$425	\$205						
124	Wilmer Cutler Pickering Hale and Dorr	\$1,000	\$475	\$495	\$215						
125	Winstead Sechrest & Mitnick	\$620	\$345	\$360	\$180						
126	Winston & Strawn	\$845	\$400	\$590	\$200	\$365	\$608	\$455	\$395	\$640	\$523
127	Womble Carlyle Sandridge & Rice	\$575	\$290	\$370	\$195	\$268	\$426	\$355	\$265	\$425	\$360

EXHIBIT “4”

LAFFEY MATRIX

History

Case Law

Expert Opinion

See the Matrix

Continuity

Home

Links

Year	Adjustmt Factor**	Paralegal/ Law Clerk	Years Out of Law School *				
			1-3	4-7	8-10	11-19	20+
6/01/15-5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14-5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13-5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12-5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11-5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10-5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09-5/31/10	1.0220	\$155	\$285	\$349	\$503	\$569	\$686
6/01/08-5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-5/31/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., *McDowell v. District of Columbia*, Civ. A. No. 00-594 (RCL), LEXIS 2001 U.S. Dist. LEXIS 8114 (D.D.C. June 4, 2001); *Salazar v. Dist. of Col.*, 123 F.Supp.2d 8 (D.D.C. 2000).

* "Years Out of Law School" is calculated from June 1 of each year, when most law students graduate. "1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). "4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier "1-3" from June 1, 1996 until May 31, 1999, would move into tier "4-7" on June 1, 1999, and tier "8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT

4

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 2, 2019, I served all interested parties in this action the following documents described as **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF CLASS SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Spencer C. Skeen
Tim L. Johnson
Jesse C. Ferrantella
Nikolas T. Djordjevski
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, CA 92122
Attorneys for Defendants SP Plus Corporation,
Standard Parking Corporation IL, SP Plus Property Management, Inc.,
SP Plus Security Services, Inc.
Via Personal Service

PROOF OF SERVICE LIST CONTINUED ON NEXT PAGE

☐ **(BY MAIL)** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **(BY PERSONAL SERVICE)** I caused such envelope to be delivered to On-Call Legal, our process server who will cause it to be delivered by personal service to the offices of the addressee.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 2, 2019, at Encino, California.

Michelle A. Tanzer

1 **PROOF OF SERVICE LIST CONTINUED**
2 **Related Case No. BC660410**
3 **Re Martinez v. Standard Parking – Case No. BC614253**
4

5 Matthew J. Matern
6 Matthew W. Gordon
7 Braunson C. Virjee
8 **MATERN LAW GROUP, PC**
9 1230 Rosecrans Avenue, Suite 200
10 Manhattan Beach, CA 90266
11 Attorneys for Plaintiff Evelyn Escalante and Briana McFashion
12 **Via Personal Service**

13 Sam Kim
14 Yoonis Han
15 **VERUM LAW GROUP, APC**
16 841 Apollo Street, Suite 340
17 El Segundo, CA 90245
18 Attorneys for Plaintiffs Yuliana Chavez,
19 Gloria A. Cerritos and Frankcelia Payes
20 **Via Personal Service**

21 Raymond A. Gallenberg
22 Rosa Vigil-Gallenberg
23 **GALLENBERG PC**
24 800 S. Victory Blvd., Suite 203
25 Burbank, CA 91502
26 Attorneys for Plaintiff Sarah Huda
27 **Via Personal Service**
28