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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

CRYSTAL MARTINEZ RAMIREZ, an
individual, on behalf of the State of
California, as a private attorney general,

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]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Date: April 16, 2019

Time: 8:30 a.m.

Dept.: 53

Reservation ID: 917587802704

Complaint Filed: March 18, 2016

FAC: November 19, 2018

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff CRYSTAL
3 MARTINEZ RAMIREZ ("Plaintiff") against Defendant SP PLUS CORPORATION
4 ("Defendant"). The Motion for Final Approval of Class Action Settlement came before this
5 Court on April 16, 2019.

6 **WHEREAS**, Judge Anthony J. Mohr granted preliminary approval of the Joint Stipulation
7 of Class Action Settlement ("Settlement Agreement"), attached to the concurrently-filed
8 Declaration of Kelsey M. Szamet as Exhibit "1", on November 16, 2018.

9 **WHEREAS**, Plaintiff Crystal Martinez has applied to the Court for an order granting final
10 approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
12 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff's Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Approval of Attorneys' Fees and Costs; the Declarations of
15 Kelsey M. Szamet, Crystal Martinez Ramirez, and Abigail Schwartz of Rust Consulting, Inc.; and
16 the supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Settlement;

20 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiffs and all other Settlement Class
28 Members, except those timely and properly filed Requests for Exclusions, as well as their heirs,

1 executors, and administrators, successors, and assigns.

2 5. There are five (5) valid requests for exclusion.

3 6. It is ordered that the Settlement Class is certified for settlement purposes only. The
4 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
5 questions of law and fact involved because in the context of the Settlement: (i) there are questions
6 of law and fact common to the Class Members which, as to the Settlement and all related matters,
7 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
8 the Class members; and (iii) in negotiating, entering into and implementing the Settlement,
9 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
10 of the Class Members.

11 7. The Court finds that the Notice and notice methodology implemented pursuant to
12 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
13 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
14 Action, their right to object to or exclude themselves from the proposed Settlement and their right
15 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
16 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
17 of the California Code of Civil Procedure, the California and United States Constitution (including
18 the Due Process Clause), the California Rules of Court and any other applicable law.

19 8. The Settlement Class is hereby made final. The Settlement Class is defined as: "all
20 current and former employees who work/worked for Defendant in the State of California during
21 the 'Covered Period.'"

22 9. The "Covered Period" or "Class Period" is: (1) Labor Code § 226(a) violations for
23 the period of January 1, 2016 to November 16, 2018; (2) Labor Code § 2802 violations for the
24 period of March 3, 2015 to November 16, 2018; (3) PAGA violations arising from Labor Code §
25 226(a) for the period of January 1, 2016 to November 16, 2018; and (4) PAGA Violations arising
26 from Labor Code § 2802 for the period of March 3, 2015 to November 16, 2018.

27 10. The Settlement Agreement is not an admission by Defendant, nor is this Final Order
28 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final

1 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
2 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
3 wrongdoing on the part of Defendant.

4 11. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and
5 each Settlement Class Member shall fully release and discharge the Released Parties pursuant to
6 the following release, which provides:

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

23 12. Plaintiff and all Settlement Class Members who have not been timely and properly
24 excluded from the Settlement Class, and any person acting on their behalf, are permanently barred
25 and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class
26 members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
27 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
28 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members
into a separate class for purposes of pursuing as a purported class action (including by seeking to
amend a pending complaint to include class allegations, or by seeking class certification in a
pending action) any lawsuit based on or relating to the Released Claims;

13. The Settlement Agreement provides that the Gross Settlement Amount is One
million, One-Hundred Eighty Thousand dollars and zero cents (\$1,180,000.00). The Net
Settlement Amount shall be determined according to the terms of the Settlement Agreement.

14. The Court orders the calculations and the payments to be made and administered in

1 accordance with the terms of the Settlement Agreement.

2 15. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
3 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
4 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

5 16. The Court hereby finds the unopposed application of Class Counsel for a costs and
6 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
7 of all the circumstances and is hereby granted. Of the gross settlement amount, \$393,333.33 shall
8 be paid for attorney fees and \$11,000.00 shall be paid for litigation costs.

9 17. The unopposed application of Class Counsel for a Service Award is hereby granted.
10 Of the gross settlement amount, a \$5,000.00 Enhancement shall be allocated to Named Plaintiff
11 Crystal Martinez Ramirez.

12 18. The unopposed application of Class Counsel for claims administration fees to Rust
13 Consulting, Inc. is hereby granted. Of the gross settlement amount, \$27,500.00 shall be paid for
14 settlement administration fees.

15 19. The Court approves the PAGA Penalties in the amount of \$25,000.00. The Court
16 approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$18,750.00.
17 The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$6,250.00
18 shall be allocated to the participating Class Members.

19 20. If a Settlement Class Member does not cash his or her settlement check within 180
20 days, the uncashed funds shall be transmitted by the Settlement Administrator to the non-profit
21 Bet Tzedek pursuant to Cal. Code Civ. Proc. section 384(b)(3)(C). The Court finds there is a
22 strong nexus between the mission of Bet Tzedek and the interests of the Settlement Class members.

23 21. Defendant shall have no further liability for costs, expenses, interest, attorneys'
24 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
25 Agreement.

26 22. The Parties, are authorized, without further approval from the Court, to agree to
27 and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits
28 attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of

1 Settlement Class Members under the Stipulation.

2 23. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
3 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
4 as the administration and enforcement of the terms of the Settlement of this action to enforce the
5 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
6 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
7 administration and enforcement of the Settlement. Any disputes or controversies arising with
8 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
9 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
10 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
11 of the Settlement Agreement.

12 24. This Final Order shall constitute a final judgment.

13 25. The Court hereby dismisses the action (including all individual claims and Released
14 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
15 the Settlement Agreement.

16
17 **DATED:** _____

18 **JUDGE OF THE SUPERIOR COURT**

(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 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Spencer C. Skeen
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Jesse C. Ferrantella
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Attorneys for Defendants SP Plus Corporation,
Standard Parking Corporation IL, SP Plus Property Management, Inc.,
SP Plus Security Services, Inc.
Via Personal Service

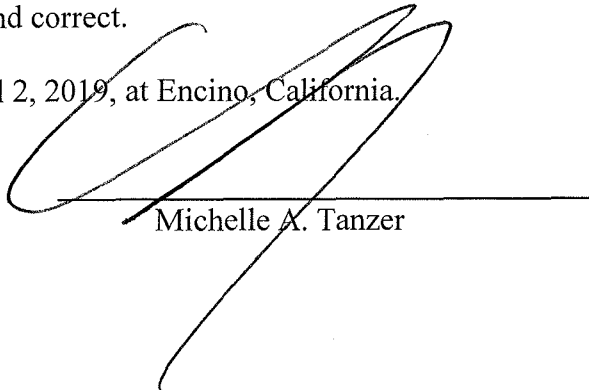
PROOF OF SERVICE LIST CONTINUED ON NEXT PAGE

☐ (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

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PROOF OF SERVICE LIST CONTINUED
Related Case No. BC660410
Re Martinez v. Standard Parking – Case No. BC614253

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