

1 KINGSLEY & KINGSLEY, APC
2 ERIC B. KINGSLEY, SBN-185123
3 eric@kingsleykingsley.com
4 KELSEY M. SZAMET, SBN-260264
5 kelsey@kingsleykingsley.com
6 16133 VENTURA BL., SUITE 1200
7 ENCINO, CA 91436
8 (818) 990-8300, FAX (818) 990-2903

9 Attorneys for Plaintiff and all Settlement Class Members

10 SPENCER C. SKEEN, SBN-182216
11 spencer.skeen@ogletreedeakins.com
12 TIM L. JOHNSON, SBN-265794
13 tim.johnson@ogletreedeakins.com
14 JONATHAN H. LIU, SBN-280131
15 jonathan.Liu@ogletreedeakins.com
16 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
17 4370 La Jolla Village Drive, Suite 990
18 SAN DIEGO, CA 92122
19 (858) 652-3100, FAX (858) 652-3101

20 Attorneys for Defendant SP Plus Corporation

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

Plaintiff,

vs.

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

Defendants.

Case No.: BC614253

**DECLARATION OF
ABIGAIL SCHWARTZ
FOR RUST CONSULTING, INC.**

Date: April 16, 2019

Time: 8:30 a.m.

Dept. 53

Reservation ID: 917587802704

1 I, Abigail Schwartz, declare as follows:

2 1. I am a Program Manager for Rust Consulting, Inc. ("Rust"). My business address
3 is 625 Marquette Avenue, Suite 900, Minneapolis, Minnesota 55402-2469. My telephone number
4 is (612) 359-2078. I am over twenty-one years of age and am authorized to make this declaration
5 on behalf of Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in
7 class action settlements involving antitrust, securities fraud, property damage, employment
8 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
9 have provided notification and/or claims administration services in more than 6,000 cases. Of
10 these, approximately 3,000 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiffs and Counsel for the Defendants
12 (collectively the "Parties") to provide notification services in the *Crystal Martinez Ramirez v. SP*
13 *Plus Corporation* Settlement ("Settlement"). Duties included: a) preparing, printing and mailing
14 of the Notice of Class Action Settlement ("Notice Packet"); b) tracking of exclusions, objections
15 and disputes; c) drafting and mailing Individual Settlement Payments; d) arrange for the creation
16 and maintenance of a publicly available website; and e) for such other tasks as the Parties mutually
17 agree or the Court orders Rust to perform.

18 4. Rust obtained a mailing address of SP Plus Corporation Administrator, c/o Rust
19 Consulting Inc - 6286, PO Box 54, Minneapolis, Minnesota 55440-0054 to receive exclusions,
20 objections, disputes, undeliverable Notice Packets and other communications regarding the
21 Settlement.

22 5. Rust obtained a toll-free telephone number of (877) 604-5776 for Class Members
23 to call with questions regarding the Settlement. The toll-free telephone number was included in the
24 Notice Packet.

25 6. Rust obtained a website address of www.RamirezvSPPlus.com and set up a website
26 for the Settlement. The website included the Notice Packet, Preliminary Approval Order and
27 Stipulation of Class Action Settlement for viewing, downloading and/or printing and additional
28 information about the Settlement. The website address was included in the Notice Packet.

1 7. On or about October 4, 2018, Rust received text for the Notice Packet from
2 Counsel. A draft of the formatted Notice Packet was prepared by Rust and approved by the
3 Parties. Attached as Exhibit A is a copy of the final Notice Packet.

4 8. On or about December 7, 218, Counsel for the Defendants provided Rust with a
5 mailing list containing Class Member's employee identification number, full names, last known
6 addresses, last known home telephone numbers, Social Security Numbers and applicable
7 employment information ("Class Data"). The Class Data contained data for 5,027 potential Class
8 Members.

9 9. The mailing addresses contained in the Class Data were processed and updated
10 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
11 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
12 the event that any individual had filed a U.S. Postal Service change of address request, the address
13 listed with the NCOA would be utilized in connection with the mailing of the Notice Packet.

14 10. On December 21, 2018, Notice Packets were mailed to 5,027 Class Members
15 contained in the Class Data via First Class mail. The Notice Packet advised Class Members that
16 they could submit an exclusion, objection and/or dispute postmarked by February 19, 2019
17 ("Response Deadline").

18 11. Rust performed 289 address traces on Notice Packets returned as undeliverable for
19 the first time as of February 19, 2019. The address trace utilizes the Class Member's name,
20 previous address and Social Security Number for locating a current address. Of the 289 traces
21 performed, 250 more current addresses were obtained and Notice Packets were promptly re-
22 mailed to those Class Members via First Class mail. Of the 289 traces performed, Rust did not
23 obtain updated addresses for 39 undeliverable Notice Packets. Of the 250 Notice Packets mailed
24 to a more current address identified from trace, two (2) Notice Packets were returned to Rust as
25 undeliverable a second time. As of this date, 41 Notice Packets remain undeliverable.

26 12. As of this date, 72 Notice Packets were returned by the Post Office with forwarding
27 addresses attached as of February 19, 2019. Rust promptly re-mailed Notice Packets to those
28 Class Members via First Class mail.

13. As of this date, Rust received nine (9) requests to re-mail the Notice Packet which were promptly re-mailed via First Class mail.

14. Re-mailed Notice Packets were provided an extended deadline of March 6, 2019.

15. As of this date, one (1) Class Member disputed the employment information provided by the Defendant. As requested, Rust forwarded this dispute to Counsel for the Defendants for review. The one (1) dispute has been resolved and did not result in the addition of Compensable Pay Periods.

16. As of this date, one (1) self-identifying Class Member, who was not included in the Class Data, has contacted Rust to request inclusion in the Settlement Class (“self-ids”). Per the instruction Rust received from Counsel, the information regarding this self-id was forwarded to Counsel for the Defendants for research to determine if the self-id is included in the Settlement Class. On or about February 14, 2019, Rust received notification from Counsel for the Defendants that the one (1) self-id is not a Class Member.

17. As of this date, Rust received five (5) opt-outs. Of the five (5) opt-outs received, five (5) were submitted with a postmark on or before February 19, 2019.

18. As of this date, Rust received one (1) objection.

19. The total cost for the administration of this Settlement, including fees incurred and future costs for completion of the administration is estimated to be \$27,500.00.

I declare under penalty of perjury that the above is true and correct to the best of my knowledge and that this Declaration was executed this 29th day of March 2019, at Minneapolis, MN.

Abby Schwartz
ABIGAIL SCHWARTZ

EXHIBIT A

SP PLUS CORPORATION ADMINISTRATOR
C/O RUST CONSULTING INC - 6286
PO BOX 54
MINNEAPOLIS, MN 55440-0054

Important Legal Document – You are entitled to money from a Class Action Settlement; your prompt reply is required as explained in the enclosed notice.



- UAA - <<SequenceNo>>

<<Name 1>>

<<Name2>>

<<Address 1>>

<<Address2>>

<<City>> <<State>> <<Zip 10>>

<<CountryName>>

CRYSTAL MARTINEZ RAMIREZ v. SP PLUS CORPORATION

Superior Court of The State Of California, County of Los Angeles

Case No.: BC614253

If you are a current or former employee who work/worked for SP PLUS CORPORATION in the State of California from March 3, 2015 through November 16, 2018, a class action lawsuit may affect your rights and you may be entitled to a payment under this settlement.

You are not being sued. A court authorized this notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS.

- This is a class and representative action lawsuit that involves a class defined as “all current and former employees who work/worked for Defendant in the State of California during the Covered Period.”
- The relevant time periods of employment (“Covered Periods”) are as follows:
 - o Alleged itemized wage statement violations for the period of January 1, 2016 to November 16, 2018;
 - o Alleged failure to reimburse the cost of using cell phones for work related purposes for the period of March 3, 2015 to November 16, 2018.
- Plaintiff alleges (1) that Defendant issued itemized wage statements to employees that failed to include the inclusive dates of the period for which the employee is paid, the name of the employee, the name of the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, and (2) that Defendant failed to reimburse the cost of using cell phones for work related purposes.
- Because of the acts alleged above, Plaintiff seeks statutory and civil penalties reimbursement of business expenses.
- SP PLUS CORPORATION denies Plaintiff’s claims, and asserts that it has complied with all of its legal obligations to its employees.
- There has been a settlement that affects your legal rights. Although the Court has authorized the Parties to provide this notice of the proposed settlement, the Court has expressed no opinion on the merits of Plaintiff’s claims or SP PLUS CORPORATION’s defenses.
- You have several options available to you:

DO NOTHING	By doing nothing, you will receive a share of the settlement proceeds, and you will give up any rights to sue SP PLUS CORPORATION separately regarding all claims and causes of action of whatever kind or nature alleged, related to or that reasonably could have arisen out of the same facts alleged in this class action.
ASK TO BE EXCLUDED (OPT OUT)	Get out of this lawsuit. Get no benefits from the Settlement. Keep rights. If you ask to be excluded, you will not receive a share of the settlement proceeds, but you keep any rights you may have to sue SP PLUS CORPORATION separately about the same legal claims alleged in this lawsuit.
OBJECT	Object to the terms of this Settlement.

**Your options are explained in this notice.
To make a claim or object, you must act by February 19, 2019.**

1. Why did I get this notice?

A proposed settlement has been reached in a class and representative action lawsuit brought on behalf of a class of people defined as “all current and former employees who work/worked for Defendant in the State of California during the Covered Period.”

You have received this notice because SP PLUS CORPORATION’s records indicate that you are a member of this class.

If you were an employee of Defendant during the relevant time periods, you may be entitled to a share of the settlement proceeds. The relevant time periods of employment (“Covered Periods”) are as follows:

- o Alleged itemized wage statement violations for the period of January 1, 2016 to November 16, 2018;
- o Alleged failure to reimburse the cost of using cell phones for work related purposes for the period of March 3, 2015 to November 16, 2018.

2. What is this lawsuit about?

On March 18, 2016, Plaintiff filed a representative action on behalf of herself, the State of California, and a group of aggrieved employees employed by SP PLUS CORPORATION who worked one or more pay periods in the State of California.

On November 19, 2018, Plaintiff filed a First Amended Complaint in which she alleges SP PLUS CORPORATION failed to reimburse expenses pursuant to Labor Code § 2802, failed to issue itemized wage statements pursuant to Labor Code § 226(a), and also seeks penalties pursuant to Labor Code §§ 2699, et seq. based upon those alleged claims.

SP PLUS CORPORATION denies Plaintiff’s claims, and asserts that it has complied with all of its legal obligations to its employees.

3. Has the Court decided who is right?

No. The Court has made no decision regarding the merits of Plaintiff’s allegations or Defendant’s defenses.

4. Why did this case settle?

The Parties settled to avoid the risk and expense of further litigation. Plaintiff and her attorneys believe the proposed settlement is fair, adequate and in the best interest of the class members to whom it applies given the outcome of their investigation, the consumption of time and resources required in connection with further litigation, and the uncertainty in the law governing some claims presented. Although SP PLUS CORPORATION disputes Plaintiff’s claims and asserts it has complied with all of its legal obligations towards its employees, SP PLUS CORPORATION has also concluded that further litigation would be protracted and expensive, and would also divert resources and management and employee time.

5. What are the terms of the settlement and how much will I receive?

The gross settlement amount is \$1,180,000.00. Under the proposed settlement, these amounts will be deducted before any payments are made to employees, subject to final approval by the Court:

- Litigation Enhancement to Named Plaintiff - \$5,000.00
- Attorney fees- \$393,333.33
- Attorney Costs – \$11,000.00
- Payments to the Labor & Workforce Development Agency to satisfy PAGA – \$25,000.00 (\$6,250.00 of this amount will be distributed to the Class).
- Settlement Administration Expenses – \$27,500.00.

After these deductions, approximately \$724,416.67 will be available for payments to be made to the Class Members receiving this notice.

Each Settlement Class Member shall receive a lump sum based on the number of pay periods he/she worked for SP PLUS CORPORATION during the relevant time periods.

The total number of compensable pay periods worked by you as a non-exempt employee in the State of California from March 3, 2015 through November 16, 2018 is <<PayPeriods>>. This information is based on SP PLUS CORPORATION's records. If you disagree with this information and would like someone to look into the matter, please follow the procedure below.

6. What if I disagree with the number of compensable pay periods attributed to me shown directly above?

If you believe the information above is incorrect regarding the number of eligible pay periods worked by you, you must write and sign a letter detailing the number of pay periods you believe is correct and enclosing any documentation supporting your contention (for example: itemized wage statements) to the Settlement Administrator as follows:

SP Plus Corporation Administrator
c/o Rust Consulting, Inc. – 6286
PO Box 54
Minneapolis, MN 55440-0054

You must submit such information by February 19, 2019. Include your name on the letter and clarify that you are disputing the number of eligible pay periods worked by you in SP PLUS CORPORATION's records. The attorneys on both sides of this case will work together in good faith and do their best to promptly resolve the dispute based upon available records.

7. What must I do to receive a share of the settlement?

If you wish to receive a payment under the terms of this settlement, you do not have to do anything. However, it is advisable to confirm your current mailing address with the Settlement Administrator to ensure you receive your settlement share at (877) 604-5776. You will be covered by the release summarized in Section 8, below.

8. What rights am I giving up?

The claims you will Release by doing nothing are as follows: any and all claims, debts, liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorney fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, that are alleged, or that could have been alleged against Defendant arising out of the facts, circumstances, and primary rights in the Complaint, including, but not limited to, all wage and hour, and wage and hour related claims under California state law for violation of Labor Code §§ 226(a) and 2802 and all derivative PAGA penalties. This Release shall include, without limitation, claims raised, or that could have been raised, under the applicable Wage Orders and California Labor Code provisions, including Labor Code §§ 226, 2802, and/or 2698 et seq., based on the facts alleged, or that could have been alleged against Defendant arising out of the facts, circumstances, and primary rights in the Complaint. The Parties agree that the judgment, and release of claims provided herein, shall have *res judicata* effect.

9. What if I do not wish to be involved?

Anyone not wishing to participate in this settlement may exclude himself or herself ("opt out") by sending a written request for exclusion to the Settlement Administrator at the address below. The request for exclusion must be signed by you or your authorized representative indicating that you wish to exclude yourself from the Settlement. The request for exclusion must be postmarked by **February 19, 2019**.

If your Request for Exclusion is postmarked after February 19, 2019, it will be rejected, and you will be a Settlement Class Member and be bound by the settlement terms.

Anyone who submits a timely and valid Request for Exclusion shall not be deemed a Class Member and will receive no payment as part of this settlement. Such persons will keep any rights to sue SP PLUS CORPORATION separately about the claims in this lawsuit. Requests for exclusion must be sent to:

SP Plus Corporation Administrator
c/o Rust Consulting, Inc. – 6286
PO Box 54
Minneapolis, MN 55440-0054

10. What if I have an objection?

Any objection to the settlement must be in writing, specify the reason(s) for the objection, and be mailed to the Claims Administrator no later than **February 19, 2019**. Either of the Parties may file a responsive document to any objection with the Court.

11. Do I need a lawyer?

You need not hire your own lawyer, because Class Counsel is working on your behalf. However, if you want your own lawyer, you may hire one at your own expense.

Class Counsel:	Counsel for SP PLUS CORPORATION
KINGSLEY & KINGSLEY, APC Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300 Fax: (818) 990-2903	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Spencer C. Skeen, Esq. Tim L. Johnson, Esq. Jesse C. Ferrantella, Esq. Nikolas T. Djordjevski, Esq. 4370 La Jolla Village Drive, Suite 990 San Diego, CA 92122 Telephone: (858) 652-3100 Facsimile: (858) 652-3101

12. What happens next in the case?

The Settlement has only been preliminarily approved by the Court. The Court will hold a hearing in Dept. 53 of the Los Angeles County Superior Court, 111 North Hill Street, Los Angeles, CA, 90012 on April 16, 2019, at 8:30 a.m. (Pacific Time), to consider any objections and determine whether the settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and costs and the costs of Settlement Administration. The hearing may be continued without further notice to you. It is unnecessary for you to appear at this hearing.

13. How can I receive more information?

This notice summarizes the basic terms of the settlement. For the precise terms and conditions of the settlement, you may review the detailed "Settlement Agreement" on file with the Clerk of the Court. The pleadings and other records in this litigation may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, 111 North Hill Street, Los Angeles, CA, 90012.

For further information, you may also telephone the Settlement Administrator at (877) 604-5776, visit the website www.RamirezvSPPlus.com or Class Counsel (listed above).

Please do not telephone the Court, the Office of the Clerk, or SP PLUS CORPORATION for information regarding this settlement.

SP PLUS CORPORATION ADMINISTRATOR
C/O RUST CONSULTING INC - 6286
PO BOX 54
MINNEAPOLIS, MN 55440-0054

Documento legal importante: tiene derecho a recibir dinero de un Acuerdo de Acción de Clase; se requiere su pronta respuesta como se explica en la notificación adjunta.



- <<SequenceNo>>

<<Name 1>>
<<Name2>>
<<Address 1>>
<<Address2>>
<<City>> <<State>> <<Zip 10>>
<<CountryName>>

CRYSTAL MARTINEZ RAMIREZ v. SP PLUS CORPORATION

Tribunal Superior del Estado de California, condado de Los Ángeles

Caso N.º: BC614253

Si es un empleado actual o antiguo que trabaja/trabajó para SP PLUS CORPORATION en el estado de California desde el 3 de marzo de 2015 hasta 16 de noviembre de 2018, una demanda de acción de clase puede afectar sus derechos y usted puede tener derecho a un pago de conformidad con este acuerdo.

Usted no está siendo demandado. Un tribunal aprobó esta notificación. Esta no es una solicitud de un abogado.

LEA ESTA NOTIFICACIÓN CUIDADOSAMENTE. CONTIENE INFORMACIÓN IMPORTANTE SOBRE SUS DERECHOS.

- Esta es una demanda de acción de clase y representativa que involucra una clase definida como “todos los empleados actuales y antiguos que trabajan/trabajaron para el Demandado en el Estado de California durante el Período Cubierto”.
- Los períodos de tiempo de empleo pertinentes (“Períodos Cubiertos”) son los siguientes:
 - o Presuntas infracciones a la declaración de salarios detallada para el período del 1 de enero de 2016 al 16 de noviembre de 2018;
 - o Presunta falta en el reembolso del costo por uso de teléfonos celulares para fines relacionados con el trabajo durante el período del 3 de marzo de 2015 al 16 de noviembre de 2018.
- La Demandante alega (1) que el Demandado emitió declaraciones detalladas de salarios a los empleados que no abarcaban las fechas inclusivas del período por el cual se le pagó al empleado, el nombre del empleado, el nombre del empleador y todas las tarifas por hora aplicables vigentes durante el período de pago y el número correspondiente de horas trabajadas por el empleado en cada tarifa por hora, y (2) que el Demandado no reembolsó el costo por uso de teléfonos celulares para fines relacionados con el trabajo.
- Debido a los actos alegados anteriormente, la Demandante solicita multas legales y civiles como el reembolso de gastos comerciales.
- SP PLUS CORPORATION niega los reclamos de la Demandante y afirma que han cumplido con todas las obligaciones legales con sus empleados.
- Se ha llegado a un acuerdo que afecta sus derechos legales. A pesar de que el Tribunal ha autorizado a las Partes a proporcionar esta notificación sobre el acuerdo propuesto, el Tribunal no ha opinado sobre los méritos de los reclamos de la Demandante ni sobre las defensas de SP PLUS CORPORATION.
- Usted tiene algunas opciones disponibles:

NO HACER NADA	Al no hacer nada, recibirá una parte de las ganancias del acuerdo y renunciará a cualquier derecho a demandar a SP PLUS CORPORATION por separado con respecto a todos los reclamos y causas de acción de cualquier tipo o naturaleza alegados, relacionados con o que razonablemente podrían haber surgido de los mismos hechos alegados en esta demanda de acción de clase.
PEDIR QUE LO EXCLUYAN (EXCLUSIÓN)	Salirse de esta demanda. No obtener beneficios del Acuerdo. Conservar los derechos. Si pide ser excluido, no recibirá parte de los ingresos del acuerdo, pero mantendrá cualquier derecho que podría tener para demandar a SP PLUS CORPORATION por separado sobre los mismos reclamos legales alegados en esta demanda.
OBJETAR	Objetar los términos de este Acuerdo.

**Se explican sus opciones en esta notificación.
Para realizar un reclamo u objetar, debe actuar antes del 19 de febrero de 2019.**

1. ¿Por qué recibí esta notificación?

Se ha llegado a un acuerdo propuesto en una demanda de acción de clase y representativa presentada en nombre de una clase definida de personas como “todos los empleados actuales y antiguos que trabajan/trabajaron para el Demandado en el Estado de California durante el Período Cubierto”.

Ha recibido esta notificación porque los registros de SP PLUS CORPORATION indican que usted es un miembro de esta clase.

Si fue empleado del Demandado durante los períodos de tiempo pertinentes, puede tener derecho a una parte de las ganancias del acuerdo. Los períodos de tiempo de empleo pertinentes (“Períodos Cubiertos”) son los siguientes:

- o Presuntas infracciones a la declaración de salarios detallada para el período del 1 de enero de 2016 al 16 de noviembre de 2018;
- o Presunta falta en el reembolso del costo por uso de teléfonos celulares para fines relacionados con el trabajo durante el período del 3 de marzo de 2015 al 16 de noviembre de 2018.

2. ¿De qué trata esta demanda?

El 18 de marzo de 2016, la Demandante presentó una acción representativa en nombre de ella misma, el Estado de California y un grupo de perjudicados empleados por SP PLUS CORPORATION que trabajaron uno o más períodos de pago en el Estado de California.

El 19 de noviembre de 2018, la Demandante presentó una Primera Querella Modificada en la que alega que SP PLUS CORPORATION no reembolsó los gastos conforme a la Sección 2802 del Código de Trabajo, no emitió declaraciones de salarios detalladas conforme a la Sección 226(a) del Código de Trabajo, y también busca sanciones de conformidad con las Secciones 2699, *et seq.*, del Código de Trabajo con base en los reclamos alegados.

SP PLUS CORPORATION niega los reclamos de la Demandante y afirma que han cumplido con todas las obligaciones legales con sus empleados.

3. ¿El Tribunal ha decidido quién está en lo correcto?

No. El Tribunal no ha dictaminado los méritos de la causa de la Demandante ni de la defensa del Demandado.

4. ¿Por qué se resolvió este caso?

Las Partes llegaron a un acuerdo para evitar el riesgo y los gastos de un nuevo litigio. La Demandante y sus abogados consideran que el acuerdo propuesto es justo, adecuado y en el mejor interés de los miembros de la clase a quienes se aplica dado el resultado de su investigación, el consumo de tiempo y los recursos requeridos en relación con otros litigios y la incertidumbre en algunos de los reclamos presentados. A pesar de que SP PLUS CORPORATION disputa los reclamos de la Demandante y afirma que cumplió con todas sus obligaciones legales con respecto a sus empleados, SP PLUS CORPORATION también concluye que un nuevo litigio sería prolongado y costoso, y también desviaría los recursos, la administración y el tiempo de los empleados.

5. ¿Cuáles son los términos del acuerdo y cuánto recibiré?

El monto total del acuerdo es de \$1,180,000.00. En virtud del acuerdo propuesto, se deducirán las siguientes cantidades antes de cualquier pago a los empleados, sujetas a la aprobación final del Tribunal:

- Mejora de Litigio para el Demandante Designado: \$5,000.00
- Honorarios de los abogados: \$393,333.33
- Costos de los abogaos: \$11,000.00
- Pagos a la Agencia de Desarrollo de la Fuerza Laboral y Mano de Obra para cumplir con la Ley General de Abogados Privados (Private Attorneys General Act, PAGA): \$25,000.00 (\$6,250.00 de esta cantidad se distribuirán a la Clase).
- Gastos de la Administración del Acuerdo: \$27,500.00

Después de estas deducciones, quedarán disponibles aproximadamente \$724,416.67 para los pagos que se realizarán a los Miembros de la Clase que reciban esta notificación.

Cada Miembro de la Clase del Acuerdo recibirá una suma global con base en el número de períodos de pago que trabajó para SP PLUS CORPORATION durante los períodos de tiempo pertinentes.

La cantidad total de períodos de pago compensables trabajados por usted como empleado no exento en el Estado de California desde el 3 de marzo de 2015 hasta el 16 de noviembre de 2018 es <<PayPeriods>>. Esta información se basa en los registros de SP PLUS CORPORATION. Si no está de acuerdo con esta información y le gustaría que alguien la revisara, proceda como se indica abajo.

6. ¿Qué sucede si no estoy de acuerdo con la cantidad de períodos de pago compensables que se me atribuyen, mostrados anteriormente?

Si cree que la información anterior es incorrecta con respecto a la cantidad de períodos de pago elegibles en los que trabajó, debe escribir y firmar una carta que indique la cantidad de períodos de pago que considera correctos y adjuntar toda la documentación que respalde su contención (por ejemplo: declaraciones de salarios detalladas) al Administrador del Acuerdo de la siguiente manera:

SP Plus Corporation Administrator
c/o Rust Consulting, Inc. – 6286
PO Box 54
Minneapolis, MN 55440-0054

Debe enviar dicha información antes del 19 de febrero de 2019. Incluya su nombre en la carta y aclare que está disputando la cantidad de períodos de pago elegibles que trabajó presentes en los registros de SP PLUS CORPORATION. Los abogados de ambas partes de este caso trabajarán juntos de buena fe y harán lo mejor para resolver la disputa con base en los registros disponibles.

7. ¿Qué debo hacer para recibir una parte del acuerdo?

Si desea recibir un pago de conformidad con los términos de este acuerdo, no tiene que hacer nada. Sin embargo, es recomendable que confirme su dirección postal actual con el Administrador del Acuerdo con el propósito de asegurarse de que recibirá su porción del acuerdo en (877) 604-5776. Tendrá la cobertura de la cláusula de exención resumida en la Sección 8 a continuación.

8. ¿A qué derechos estoy renunciando?

Los reclamos de los que estará Exento al no hacer nada son los siguientes: cualquier y todos los reclamos, deudas, responsabilidades, demandas, obligaciones, sanciones, garantías, costos, gastos, honorarios de abogados, daños, acciones o causas de acción de cualquier tipo o naturaleza, ya sean conocidas o desconocidas, contingentes o devengadas, que se aleguen o que podrían haberse alegado contra el Demandado por los hechos, circunstancias y derechos primarios en la Querella, incluidos, entre otros, todos los reclamos relacionados con el salario y la hora, y los reclamos relacionados con el salario y la hora según la ley del estado de California por violación de las Secciones 226(a) y 2802 del Código de Trabajo y todas las sanciones derivadas de la ley PAGA. Esta Exención de Responsabilidad incluirá, sin limitación, los reclamos presentados, o que podrían haber sido presentados, en virtud de las Órdenes de Salarios y las disposiciones del Código Laboral de California aplicables, incluidas las Secciones 226, 2802 y/o 2698 *et seq.*, del Código Laboral, con base en los hechos alegados, o que podrían haberse alegado contra el Demandado por los hechos, circunstancias y derechos primarios en la Querella. Las Partes acuerdan que la sentencia y la exoneración de los reclamos presentados en este documento tendrán un efecto de *res judicata*.

9. ¿Qué pasa si no deseo involucrarme?

Cualquier persona que no desee participar en este acuerdo puede excluirse (“optar por no participar”) enviando una solicitud escrita de exclusión al Administrador del Acuerdo a la dirección que figura a continuación. La solicitud de exclusión debe estar firmada por usted o su representante autorizado, indicando que desea excluirse del Acuerdo. La solicitud de exclusión debe tener sello postal antes del **19 de febrero de 2019**.

Si su Solicitud de Exclusión tiene sello postal después del 19 de febrero de 2019, esta se rechazará y usted será un Miembro de la Clase y estará vinculado por los términos y condiciones del Acuerdo.

Cualquier persona que presente una Solicitud de Exclusión válida y oportuna no se considerará un Miembro de la Clase y no recibirá ningún pago como parte de este acuerdo. Estas personas mantendrán sus derechos de demandar a SP PLUS CORPORATION por separado sobre los reclamos que se presentan en esta demanda. Las solicitudes de exclusión se deben enviar a:

SP Plus Corporation Administrator
c/o Rust Consulting, Inc. – 6286
PO Box 54
Minneapolis, MN 55440-0054

10. ¿Qué pasa si tengo una objeción?

Cualquier objeción al acuerdo debe hacerse por escrito, especificar los motivos de la objeción y enviarse por correspondencia al Administrador de Reclamos a más tardar el **19 de febrero de 2019**. Cualquiera de las Partes puede presentar un documento de respuesta a cualquier objeción ante el Tribunal.

11. ¿Necesito un abogado?

No necesita contratar a su propio abogado, porque los Abogados de la Clase están trabajando en su nombre. Sin embargo, si desea que un abogado particular lo represente, puede contratar a uno y asumir los costos.

Abogados de la Clase:	Abogados de SP PLUS CORPORATION
KINGSLEY & KINGSLEY, APC Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Teléfono: (818) 990-8300 Fax: (818) 990-2903	OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. Spencer C. Skeen, Esq. Tim L. Johnson, Esq. Jesse C. Ferrantella, Esq. Nikolas T. Djordjevski, Esq. 4370 La Jolla Village Drive, Suite 990 San Diego, CA 92122 Teléfono: (858) 652-3100 Facsímil: (858) 652-3101

12. ¿Qué pasará a continuación en el caso?

El Acuerdo solo está aprobado de manera preliminar por el Tribunal. El Tribunal celebrará una Audiencia en el Dpto. 53 del Tribunal Superior del Condado de Los Ángeles, 111 North Hill Street, Los Angeles, CA, 90012 on 16 de abril de 2019, 2018, at 8:30 a.m. (Hora del Pacífico), para considerar cualquier objeción y determinar si el acuerdo se aprobará finalmente como justo, razonable y adecuado. También se le solicitará al Tribunal que apruebe la solicitud de los Abogados de la Clase referente a los honorarios y costos de los abogados y los costos de la Administración del Acuerdo. La audiencia podrá continuarse sin notificación adicional. No es necesario que comparezca en esta audiencia.

13. ¿Cómo puedo recibir más información?

En la presente notificación se resumen los términos básicos del acuerdo. Si desea revisar los términos y condiciones del acuerdo, vea el “Acuerdo Conciliatorio” detallado, que estará en el expediente con el Secretario del Tribunal. Los alegatos y otros documentos en este litigio pueden revisarse en cualquier momento durante las horas laborales regulares en la Oficina del Secretario del Tribunal Superior del Condado de Los Ángeles, 111 North Hill Street, Los Angeles, CA, 90012.

Para obtener información adicional, también puede llamar al Administrador del Acuerdo al (877) 604-5776, visitar el sitio web www.RamirezvSPPlus.com o contactar a los Abogados de la Clase (enumerados anteriormente).

No llame al Tribunal, a la Oficina del Secretario Judicial ni a SP PLUS CORPORATION para solicitar más información acerca de este acuerdo.

(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 ABIGAIL SCHWARTZ FOR RUST CONSULTING, INC.** 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.

[XX] **(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.

[XX] **(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