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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 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]

**NOTICE OF MOTION AND MOTION
FOR FINAL APPROVAL OF
ATTORNEYS' FEES AND COSTS;
MEMORANDUM OF POINTS AND
AUTHORITIES IN SUPPORT THEREOF**

*[Filed concurrently with Motion for Final
Approval of Class Settlement; Declarations of
Kelsey M. Szamet, Crystal Martinez Ramirez,
and Abigail Schwartz; [Proposed] Order
Granting Final Approval of Class Action
Settlement and Final Judgment]*

Date: April 16, 2019

Time: 8:30 a.m.

Dept.: 53

Reservation ID: 847891159414

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

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

2 PLEASE TAKE NOTICE that at 8:30 a.m. in Department 53 of the above-entitled court,
3 Plaintiff CRYSTAL MARTINEZ RAMIREZ ("Plaintiff") will, and hereby does, move the Court
4 for an Order granting final approval of Class Counsel's Attorneys' Fees and Costs, in conjunction
5 with the final approval of the Class Settlement.

6 Good cause exists for the granting of this Motion because the proposed Class Settlement
7 is fair, adequate, reasonable, and in the best interests of the Class and all Parties, and Class Counsel
8 seek compensation from the common fund.

9 The Motion will be based on this Notice of Motion, the attached Memorandum of Points
10 and Authorities, the Declarations of Kelsey M. Szamet, Crystal Martinez Ramirez, and Abigail
11 Schwartz of Rust Consulting, Inc.; all other papers and records on file in this action, and on such
12 oral and documentary evidence as may be presented at the hearing on this Motion.

13
14 DATED: April 2, 2019

KINGSLEY & KINGSLEY, APC

15
16 By: _____

17 Kelsey M. Szamet
18 Attorneys for Named Plaintiff CRYSTAL
19 MARTINEZ RAMIREZ and the Proposed Class
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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Pursuant to California Rules of Court, rule 3.769 (b) and California Code of Civil
4 Procedure section 382, Plaintiff Crystal Martinez Ramirez (“Named Plaintiff”) respectfully
5 requests approval of an award of attorneys’ fees and reimbursement of expenses to Class Counsel,
6 pursuant to the terms of the preliminarily-approved Joint Stipulation of Resolution (“Settlement
7 Agreement” or “Settlement”) between Named Plaintiff and Defendant SP PLUS CORPORATION
8 (“Defendant”). The Settlement Agreement is attached to the Declaration of Kelsey M. Szamet as
9 Exhibit “1.” Accompanying this Memorandum of Points and Authorities is a separate
10 memorandum filed in support of Plaintiff’s Motion for Final Approval of Class Action Settlement.

11 **II. STATUS OF THE PRELIMINARILY-APPROVED SETTLEMENT**

12 In effort to conserve the Court’s time and resources, Plaintiff will not repeat the detailed
13 procedural history provided in the concurrently filed Motion for Final Approval of Class Action
14 Settlement.

15 **III. THE COURT SHOULD GRANT PLAINTIFF’S APPLICATION FOR AN AWARD**
16 **OF ATTORNEYS’ FEES**

17 **a. Class Counsel are Entitled to a Fee From the Common Fund**

18 On August 11, 2016, the California Supreme Court decided *Laffitte v. Robert Half*
19 *International*, which addressed the correct methodology for awarding fees in a class action
20 settlement. (*Laffitte v. Robert Half Intern. Inc.* (Cal. 2016) 205 Cal.Rptr.3d 555, 573.) The *Laffitte*
21 Court approved awarding fees as a percentage of the settlement fund in cases like the present one,
22 where a settlement results in the creation of a common fund on behalf of a class:

23 We join the overwhelming majority of federal and state courts in holding
24 that when class action litigation establishes a monetary fund for the benefit of the
25 class members, and the trial court in its equitable powers awards class counsel a fee
26 out of that fund, the court may determine the amount of a reasonable fee by
choosing an appropriate percentage of the fund created.

27 (*Id.* at p. 573.) The Court then set out several reasons why the percentage-of-the-fund method is
28 preferred over the alternative lodestar-multiplier approach in California courts:

1 The recognized advantages of the percentage method—including relative
2 ease of calculation, alignment of incentives between counsel and the class, a better
3 approximation of market conditions in a contingency case, and the encouragement
4 it provides counsel to seek an early settlement and avoid unnecessarily prolonging
the litigation [citations]—convince us the percentage method is a valuable tool that
should not be denied our trial courts.

5 (*Id.* at p. 573.)

6 An award of 1/3 of the common fund is appropriate here under the “substantial benefit”
7 theory. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1810; *Wershba v. Apple Computer,*
8 *Inc.* (2001) 91 Cal.App.4th 224, 254.) That theory permits a litigant who has sued in a
9 representative capacity to recover fees when the litigant’s efforts have created a substantial, actual,
10 and concrete benefit for members of an ascertainable class and the court’s jurisdiction over the
11 subject matter makes possible an award which spreads the cost proportionately among the
12 members of the benefitted class. (*See Ciani v. San Diego Trust & Sav. Bank* (1994) 25 Cal.App.4th
13 563, 578.)

14 This doctrine rests on the understanding that attorneys should normally be paid by their
15 clients, and that unless attorneys’ fees are paid out of the common fund, those who benefitted from
16 the fund would be unjustly enriched. (*Woodland Hills Residents Assn., Inc. v. City Council* (1979)
17 23 Cal.3d 917, 943; *Save El Toro Ass’n v. Days* (1979) 98 Cal.App.3d 544, 548-49.) To prevent
18 this unfair result, courts exercise their inherent equitable powers to assess attorneys’ fees against
19 the entire fund, thereby spreading the cost of those fees among all those who benefitted. (*Serrano*
20 *III*, 20 Cal.3d at p. 35.) “A court, in the exercise of its equitable discretion, may decree that those
21 receiving the benefit should contribute to the costs of its production.” (*Save El Toro Assn., supra*,
22 98 Cal.App.3d at p. 548.) As this approach “better approximates the workings of the marketplace
23 than the lodestar approach,” there is “a greater judicial willingness to evaluate a fee award as a
24 percentage of the recovery” in common fund cases. (*Lealao v. Beneficial Calif., Inc.* (2000) 82
25 Cal. App. 4th 19, 31, 48.)

26 As detailed fully in the Settlement Agreement, the settlement provides for Defendant to
27 create a gross settlement amount of \$1,180,000.00. (Szamet Decl. ¶ 129; Ex. 1, III. J(6).) From
28 that fund, Plaintiff requests an award of attorneys’ fees in the amount of \$393,333.33, or 1/3 of the

1 gross settlement amount created on behalf of the Class. (Szamet Decl. ¶ 130; Ex. 1, III. J(6).) This
2 litigation resulted in “a substantial, actual and concrete . . . benefit on the members of an
3 ascertainable class,” *Save El Toro Assn., supra*, 98 Cal.App.3d at p. 548, namely a non-
4 reversionary settlement fund of \$1,180,000.00. Because none of the class members have paid fees
5 to Class Counsel for their efforts during the litigation, equity requires that they pay a fair and
6 reasonable fee based on what the market would traditionally require, no less than if they had hired
7 private counsel to litigate their cases individually. Class Counsel is therefore entitled to a
8 reasonable contingency fee of 1/3 from the settlement fund as a whole.

9 **b. The Attorneys’ Fees Requested By Class Counsel Are Well Within the Range**
10 **of Fees in Comparable Cases**

11 Courts historically award fees in the twenty-to-fifty-percent range, depending on the
12 circumstances of the case. Thus, Class Counsel’s requested fee of 33.3% is well within the range
13 of reasonableness. (*See, e.g., In re Activision Securities Lit.* (N.D. Cal. 1989) 723 F. Supp. 1373,
14 1378). As stated in Newberg:

15 No general rule can be articulated on what is a reasonable percentage of a common
16 fund. Usually 50% of the fund is the upper limit on a reasonable fee award from a
17 common fund in order to assure that the fees do not consume a disproportionate
part of the recovery obtained for the Class, although somewhat larger percentages
are not unprecedented.

18 (Newberg on Class Actions, 3rd Ed., 1992, § 14.03.) The requested fee falls on the lower end of
19 the Ninth Circuit’s historical range of acceptable fee awards of 20% to 50% and is fair
20 compensation for undertaking this complex, risky, expensive, and time-consuming litigation on a
21 contingent basis.

22 **c. The Contingency Fee of 1/3 Requested By Class Counsel Is Reasonable Based**
23 **on the Risks of Litigation and the Diligent Efforts of Counsel that Led to A**
24 **Hard-Fought Settlement on Behalf of the Class**

25 In the present case, Plaintiff’s counsel asks the Court to award a fee of 1/3 of the common
26 fund, or \$393,333.33, as provided in the parties’ Settlement Agreement. (Szamet Decl. ¶ 131; Ex.
27 1, III. J(6).) This amount is reasonable because class counsel’s diligent litigation efforts and
28 experience led to an outstanding settlement, based on the cognizable risks. (Szamet Decl. ¶ 132.)

1 Additionally, it is recognized that one of the primary factors justifying an attorney fee
2 award in cases such as this are the attendant risks inherent in the litigation. As observed in *City of*
3 *Detroit v. Grinnell Corporation* (2d Cir. 1974) 495 F.2d 448, 470:

4 No one expects a lawyer whose compensation is contingent upon his success to
5 charge, when successful, as little as he would charge a client who had agreed to pay
6 for his services, regardless of success. Nor, particularly in complicated cases
 producing large recoveries, is it just to make a fee depend solely on the reasonable
 amount of time expended.

7 Class Counsel has extensively addressed the perceived risks in this case in the concurrently
8 filed Motion for Final Approval of Class Action Settlement and will not repeat that analysis here.
9 In addition to the complexity of this case, Class Counsel has borne the entire risk and costs of this
10 litigation during the entire time that it has been pending, all on a pure contingency basis. (Szamet
11 Decl. ¶ 133.) Through the investment of substantial effort and resources, Class Counsel has secured
12 an outstanding settlement of behalf of the Settlement Class members. Defendant vigorously
13 contested liability, the amount of claimed damages, and the propriety of class certification.
14 (Szamet Decl. ¶ 134.) It is this kind of situation, involving complex issues, that has been
15 recognized as justifying a substantial attorney fee award.

16 **IV. CLASS COUNSEL’S FEE REQUEST IS REASONABLE UNDER A LODESTAR**
17 **CROSSCHECK**

18 Courts may “cross-check” the results of the common fund method against the lodestar
19 method. (*See, e.g., In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 557.) The lodestar
20 is calculated by multiplying the reasonable hours expended by a reasonable hourly rate. (*Serrano*
21 *v. Priest* (1977) 20 Cal.3d 25, 48-49 [“*Serrano III*”].) Those rates reflect “the general local hourly
22 rate for a fee-bearing case” and do “not include any compensation for contingent risk,
23 extraordinary skill, or any other factors.” (*Ketchum v. Moses* (2001) 24 Cal.4th 1122, 1138.) The
24 court may then enhance the lodestar with a multiplier. (*Wershba, supra*, 91 Cal.App.4th at p. 254;
25 *Rebney v. Wells Fargo Bank* (1991) 232 Cal.App.3d 1344, 1347; *Serrano III, supra*, 20 Cal.3d at
26 p. 49.)

27 The purpose of using the lodestar/multiplier method is to mirror the legal marketplace.
28 Counsel will not handle cases for straight hourly fees payable only if they win; therefore, an

enhancement is often awarded so that the fee received is commensurate with what attorneys could expect to be compensated for services in similar circumstances. (*See San Bernardino Valley Audubon Soc., Inc. v. County of San Bernardino* (1984) 155 Cal.App.3d 738, 755 [an award must be large enough “to entice competent counsel to undertake difficult public interest cases”].) No specific findings reflecting the court’s calculations are required. (*Wershba, supra*, 91 Cal.App.4th at p. 254; *Rebney, supra*, 232 Cal.App.3d at p. 1349.) “The record need only show that the attorney fees were awarded according to the ‘lodestar’ or ‘touchstone’ approach.” (*Ibid.*)

Here, a lodestar cross-check confirms that the percentage requested is reasonable. Class Counsel’s aggregate lodestar amounts to \$193,835.50 (without future hours associated with attending the final fairness hearing or overseeing the administration process). (Szamet Decl. ¶ 135.) This loadstar amount represents 396.1 hours of attorney work on this litigation incurred from its inception through the filing of Plaintiffs’ Motion for Final Approval. (Szamet Decl. ¶ 136.) As such, Class Counsel is asking for a multiplier of 1.98. (Szamet Decl. ¶ 137.)

Typically, the lodestar is merely the starting point of the calculation of a reasonable fee, and courts often multiply the lodestar by a factor to account for the risk of non-payment, delay in payment, the quality of work, and the novelty and difficulty of the issues involved. (*See Radar v. Thrasher* (1962) 57 Cal.2d 244, 253; *Beasley v. Wells Fargo Bank* (1991) 235 Cal.App.3d 1407, 1419; *Coal. for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251.)

a. The Number of Hours Claimed is Reasonable

Plaintiff’s counsel are entitled to be compensated “for all time reasonably expended in pursuit of the ultimate result achieved in the same manner that an attorney traditionally is compensated by a fee-paying client for all time reasonably expended on a matter.” (*Hensley v. Eckerhart* (1983) 461 U.S. 424, 431 [internal quotations omitted]; *accord Serrano v. Unruh* (1982) 32 Cal.3d 621, 633 [“Serrano IV”] [parties should recover for all hours reasonably spent]; *Meister v. Regents of Univ. of Cal.* (1998) 67 Cal.App.4th 437, 447-48 [same].)

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

1 the exceptional results obtained. (Szamet Decl., ¶ 138.) Class Counsel litigated this action with
2 great efficiency in light of the amount of work required to achieve the Settlement. (Szamet Decl.,
3 ¶ 139.) Class Counsel has submitted a declaration evidencing the reasonable hourly rate for their
4 services and establishing the number of hours spent working on the case. (Szamet Decl. ¶¶ 140-
5 146.) Accordingly, Plaintiff is entitled to full compensation for the hours claimed by Class
6 Counsel.

7 **b. The Hourly Rates Requested Are Reasonable**

8 Class Counsel is entitled to be compensated at hourly rates that reflect the reasonable
9 market value of their legal services, based on their experience and expertise. (*See Serrano IV*,
10 *supra*, 32 Cal.3d at pp. 640-43, n.31.) “The reasonable hourly rate is that prevailing in the
11 community for similar work.” (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095.)
12 Payment at full market rates is essential to entice well-qualified counsel to undertake difficult
13 cases, such as this one. (*San Bernardino Valley Audubon Soc’y v. County of San Bernardino* (1984)
14 155 Cal. App. 3d 738, 755.) Additionally, calculation of a lodestar based on current hourly rates
15 is appropriate as a means of compensating for delay in payment. (*Missouri v. Jenkins by Agyei*
16 (1989) 491 U.S. 274, 283-84.)

17 The requested hourly rates in this case range from \$325.00 to \$750.00 per hour. (Szamet
18 Decl. ¶ 147.) 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. (Szamet Decl.
20 ¶ 148.) Mr. Kingsley is a 23-year attorney with expertise in wage and hour class action lawsuits.
21 (Szamet Decl. ¶ 149.) He has litigated over 150 such cases, including at the appellate level at the
22 California Court of Appeal, California Supreme Court, the Ninth Circuit, and the U.S. Supreme
23 Court. (Szamet Decl. ¶ 150.) He is also a prolific speaker at various seminars on employment law
24 and has contributed to legal publications on employment topics. (Szamet Decl. ¶ 151.)
25 Biographical information for the other handling attorneys is included in the concurrently filed
26 Declaration of Kelsey M. Szamet. (Szamet Decl. ¶¶ 152-156.)

27 Class Counsel’s charged rates are commensurate with the prevailing market rates in Los
28 Angeles County for attorneys of comparable experience and skill handling complex litigation.

(Szamet Decl. ¶ 157.) Furthermore, Class Counsel's rates in calculating the lodestar are the same rates charged to non-contingent hourly clients and thus necessarily reflect the current market value of counsel's legal services.¹ (Szamet Decl. ¶ 158; Ex. 3 [ALM 2007 Billing Survey].) Class Counsel has made all reasonable attempts to avoid duplication of assignments and to assign tasks to timekeepers at the appropriate billing rates. (Szamet Decl. ¶ 159.)

c. The Fees Requested Are Reasonable

The trial court has substantial discretion in adjusting the lodestar to account for various factors inadequately reflected therein. (*See Lealao, supra*, 82 Cal.App.4th at pp. 40-45.) A lodestar multiplier is recognized as earned compensation: "The adjustment to the lodestar, e.g., to provide a fee enhancement reflecting the risk the attorney will not receive payment if the suit does not succeed, constitutes earned compensation; unlike a windfall, it is neither unexpected nor fortuitous." (*Ketchum, supra*, 24 Cal.4th at p. 1138.) The court may augment the lodestar upon consideration of various factors, including, but not limited to: (1) the novelty and difficulty of the questions involved, (2) the skill displayed in presenting them, (3) the extent to which the nature of the litigation precluded other employment by the attorneys, and (4) the contingent nature of the fee award, both from the point view of eventual victory on the merits and of establishing eligibility for an award. (*See Serrano III, supra*, 20 Cal.3d at pp. 41, 49.)

In California, courts regularly use a multiplier of 2.0 or greater in statutory fee cases to approximate market fees.² In fact, "[m]ultipliers in the 3-4 range are common in lodestar awards for lengthy and complex class action litigation." (*Van Vracken v. Atlantic Richfield Co.* (N.D.Cal.1995) 901 F.Supp. 294, 298; *see also, Wershba, supra*, 91 Cal.App.4th at p. 255 ["Multipliers can range from 2 to 4 or even higher."].) Here, Class Counsel is requesting a

¹ The Court should also note that other California courts approved many of these same rates over 15 years ago. (*See, e.g., Bihun v. AT&T Info. Sys., Inc.* (1993) 13 Cal.App.4th 976, 997, disapproved on other grounds, 6 Cal.4th 644, 664 [\$450 hourly rate was a reasonable fee based on counsel's knowledge, skill, experience and reputation].)

² *See e.g., Mangold v. Cal. Pub. Utils. Comm'n*, 67 F.3d 1470, 1478-79 (9th Cir. 1995) (2.0); *City of Oakland v. Oakland Raiders* (1988) 203 Cal.App.3d 78, 82-85 (2.34); *Coal. for L.A. County Planning v. Bd. of Supervisors* (1977) 76 Cal.App.3d 241, 251 (slightly above 2.0); *Crommie v. State of Cal. Public Utilities Comm'n* (N.D. Cal. 1994) 840 F.Supp.719, 726 (2.0 multiplier in employment case).

1 multiplier of 1.98. (Szamet Decl. ¶ 160.)

2 Each of the multiplier factors supports the Court awarding the requested enhancement of
3 counsel's lodestar. Significantly, the risk attendant to the underlying claims in this matter was great
4 considering Defendant's defenses. (Szamet Decl. ¶ 161.) As discussed in detail in the extensive
5 risk analysis section in Plaintiff's Motion for Final Approval of Settlement, were this case to
6 proceed, Defendant would have a strong incentive to litigate tenaciously. (Szamet Decl. ¶ 162.)

7 Additionally, this case dealt with difficult legal and factual questions. (Szamet Decl., ¶
8 163.) Throughout the litigation, Class Counsel diligently prepared and litigated this matter,
9 advancing thousands of dollars in costs and deferring all payment of fees, with no guarantee that
10 any of the fees incurred or costs advanced would ever be recovered, and diverting significant firm
11 resources to prosecution of this matter. (Szamet Decl., ¶ 164.) To achieve the ultimate result in
12 this case, Class Counsel had to incur substantial risk and expense, and was precluded from taking
13 other fee generating employment for 396.1 hours of attorney time. (Szamet Decl. ¶ 165.)

14 Accordingly, Plaintiff's multiplier request is justified and the lodestar/multiplier cross-
15 check confirms the reasonableness of counsel's fee request. The Court should therefore approve
16 the attorneys' fee award for time spent in the successful prosecution of this matter.

17 **V. THE COURT SHOULD APPROVE THE REQUEST FOR REIMBURSEMENT OF**
18 **COSTS**

19 In addition to their request for fees, Class Counsel further request reimbursement of the
20 reasonable out-of-pocket expenses advanced and/or incurred by them in connection with this
21 litigation, in the amount of \$11,000.00. (Szamet Decl. ¶ 167; Ex. 1, III. J(3).) To date, Class
22 Counsel has incurred \$14,420.98 in costs. (Szamet Decl. ¶ 168; Ex. 2 [Cost Report].)

23 Expenses in this matter to date include costs for filing fees, legal research, two mediation
24 sessions, and additional costs for the prosecution of this case evidenced in the costs spreadsheet
25 attached to the Declaration of Kelsey M. Szamet as Exhibit "2." All of these costs were incurred
26 in the course of this litigation, are reasonable, and have already been paid by Class Counsel.
27 (Szamet Decl. ¶ 169.)

28 ///

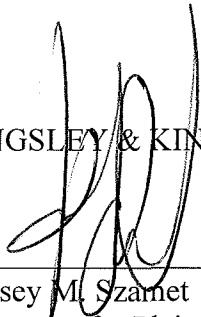
1 Accordingly, the requested reimbursement of the reasonable out-of-pocket expenses
2 advanced and/or incurred is appropriate and justified as part of the overall settlement and the Court
3 should approve the request for reimbursement in the amount of \$11,000.00.

4 **VI. CONCLUSION**

5 Class Counsel respectfully requests that the Court award a fee equal to one third (33.33%)
6 of the gross settlement amount, or \$393,333.33. Counsel also respectfully requests reimbursement
7 of actual costs of \$11,000.00. For the above reasons, all of these requests are appropriate and
8 justified as part of the overall Settlement, and the Court should approve them as reasonable and
9 fair.

10 DATED: April 2, 2019

KINGSLEY & KINGSLEY, APC

11
12 By: 

13 Kelsey M. Szamet
14 Attorneys for Plaintiff CRYSTAL MARTINEZ
15 RAMIREZ and the Proposed Class
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(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 **NOTICE OF MOTION AND MOTION FOR FINAL APPROVAL OF ATTORNEYS' FEES AND COSTS; MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** 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**
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5 Matthew J. Matern
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26 Attorneys for Plaintiff Sarah Huda
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Court Reservation Receipt

Reservation

Reservation ID:
847891159414

Reservation Type:
Motion for Attorney Fees

Case Number:
BC614253

Filing Party:
Crystal Martinez Ramirez (Plaintiff)

Date/Time:
August 8th 2019, 8:30AM

Status:
RESERVED

Number of Motions:
1

Case Title:
CRYSTAL MARTINEZ RAMIREZ VS SP PLUS
CORPORATION ET AL

Location:
Stanley Mosk Courthouse - Department 53

Confirmation Code:
CR-GDARMVSGPSJWOXWTM

Fees

Description	Fee	Qty	Amount
Motion for Attorney Fees	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount:
\$61.65

Account Number:
XXXX6526

Type:
Visa

Authorization:
06678G

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Reservation

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Reservation Type:

Motion for Attorney Fees

Case Number:

BC614253

Case Title:

CRYSTAL MARTINEZ RAMIREZ VS SP PLUS CORPORATION ET AL

Filing Party:

Crystal Martinez Ramirez (Plaintiff)

Location:

Stanley Mosk Courthouse - Department 53

Date/Time:

April 16th 2019, 8:30AM

Status:

RESERVED

Number of Motions:

1

Motions

Motion for Attorney Fees

 Reschedule



 Cancel



Reservation History

Status Date

Status

Action

Status Date	Status	Action
03/21/2019 3:00PM	Rescheduled by the COURT Date: April 16th, 8:30AM Location: Stanley Mosk Courthouse - Department 53 Motions Recheduled: 1	
03/20/2019 2:35PM	Reserved by User Date: August 8th 2019, 8:30AM Location: Stanley Mosk Courthouse - Department 53 Motions: 1	\$ View Receipt

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