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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES**

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

12 PLAINTIFF,

13 v.

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

15 DEFENDANTS,
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CASE NO. BC614253

[Case Assigned for All Purposes to Hon.
Howard L. Halm in Dept. 53]

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

*[Filed concurrently with Notice of Motion
and Motion for Preliminary Approval of
Class Settlement; Memorandum of Points and
Authorities; Declaration of Crystal Martinez;
and [Proposed] Order Thereon]*

Date: September 6, 2018

Time: 8:30 a.m.

Dept.: 53

Complaint Filed: March 18, 2016

**CONFORMED COPY
ORIGINAL FILED**
Superior Court of California
County of Los Angeles

AUG 13 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By: Judi Lara, Deputy

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I, Kelsey M. Szamet, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiffs in this action. I am intimately familiar with the present litigation, including the pleadings, discovery, and filings made in this matter. I make this Declaration from my own personal knowledge, and, if called upon, could and would competently testify to the following.

2. I graduated cum laude from the University of California, San Diego in 2004 with a Bachelor's 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; all United States District Courts, Northern, Eastern, Southern and Central of California; all California State Courts.

3. I make this Declaration in support of Plaintiffs' Motion for Preliminary Approval of the Proposed Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. 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.

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

6. On March 18, 2016, Plaintiff filed a representative action under the California Code's Private Attorneys General Act ("PAGA") alleging that Defendant provided Plaintiff and her aggrieved employees with incomplete wage statements that violated Labor Code § 2251 and that it failed to reimburse expenses as required under Labor Code § 2802.

7. On June 26, 2018, Plaintiff submitted a Joint Stipulation to Permit Plaintiff to File Amended Complaint.

8. As of the date of this filing, the Order on the Stipulation has not been signed, but

1 the Settlement Agreement specifically contemplates settling all of the claims sets forth in the
2 proposed First Amended Complaint. The First Amended Complaint added class allegations.

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

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

17 11. The Parties entered into a Memorandum of Understanding ("MOU"), effective
18 December 19, 2017. The Parties have now entered into this Settlement Agreement for submission
19 to the Court for Preliminary and Final Approval.

20 12. Through substantial formal and informal discovery and attendant discussions
21 between the Parties, Plaintiff learned that the number of Settlement Class Members is 5,040
22 (including Plaintiff) and there are 134,255 itemized wage statements at issue. Plaintiff asserts that
23 the maximum potential exposure for the PAGA claims for Settlement Class Members is
24 \$13,425,500 (134,255 itemized wage statements at issue $\times$ \$100 = \$13,425,500).

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

28 14. The Covered Period varies based on the alleged violations: (1) Labor Code § 226(a)

violations for the period of January 1, 2016 to the date the Court grants preliminary approval of this Agreement; (2) Labor Code § 2802 violations for the period of March 3, 2015 to the date the Court grants preliminary approval of this Agreement; (3) PAGA violations arising from Labor Code § 226(a) for the period of January 1, 2016 to the date the Court grants preliminary approval of this Agreement; and (4) PAGA Violations arising from Labor Code § 2802 for the period of March 3, 2015 to the date the Court grants preliminary approval of this Agreement.

THE PROPOSED SETTLEMENT

15. As detailed fully in the Settlement Agreement, the Settlement provides for Defendant to pay a non-reversionary total settlement amount of \$1,180,000 as the Gross Settlement Amount. The Gross Settlement Amount includes the sum of the Individual Settlement Payments, the Class Representative Enhancement, the Class Counsel Award, PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. After deduction of the above items from the Gross Settlement Amount, subject to Court approval, the Net Settlement Sum shall remain and be allocated as described below.

16. The Parties estimate the amount of the Net Settlement Amount as follows:

Gross Settlement Amount	\$	1,180,000.00
Class Representative Enhancement:	\$	5,000.00
Class Counsel's Fees:	\$	393,333.33
Class Counsel's Costs:	\$	11,000.00
PAGA Payment:	\$	25,000.00
(\$18,750 to the LWDA and \$6,250 to remain in the Net Settlement)		
<u>Settlement Administration Costs:</u>	<u>\$</u>	<u>27,500.00</u>
Net Settlement Amount	\$	724,416.67

17. The Parties have agreed to use a reputable third-party claims administrator, CPT Group, Inc., to administer the Settlement.

KULLAR ANALYSIS

18. The proposed settlement satisfies each of the *Kullar* factors. Class Counsel conducted meaningful formal and informal discovery before entering into arms-length settlement

1 negotiations in this matter.

2 19. This discovery permitted Class Counsel to fairly evaluate the strengths and
3 weaknesses of the case and the risks associated with ongoing litigation.

4 20. Class Counsel is experienced in handling wage and hour class actions and, after
5 weighing all of the following factors, supports this Settlement.

6 21. Here, Plaintiff alleged that Defendant issued wage statements that violate this
7 provision by issuing itemized wage statements that fail to show four specific categories set forth
8 in Labor Code §226(a)(6)-(9). Specifically, Defendant failed to include the inclusive dates of the
9 period for which the employee is paid, the name of the employee, the name of the employer, and
10 all applicable hourly rates in effect during the pay period and the corresponding number of hours
11 worked at each hourly rate by the employee.

12 22. Plaintiff takes the position that a review of the stubs at issue reveals that
13 Defendant's itemized wage statements simply do not show the required information. Given that
14 Plaintiff believes she could establish that at least some of the itemized wage statements issued by
15 Defendant did not include the required information, Plaintiff was reasonably confident that she
16 could establish that Defendant violated Labor Code § 226(a).

17 23. However, there were certainly risks to be weighed.

18 24. Defendant maintained that Plaintiff was required to show injury per the Labor Code
19 §226 (e)(1) and that Plaintiff could not articulate a cognizable injury here. ["An employee suffering
20 injury as a result of a knowing and intentional failure by an employer to comply with subdivision
21 (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay
22 period in which a violation occurs and one hundred dollars (\$100) per employee for each violation
23 in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000),
24 and is entitled to an award of costs and reasonable attorney's fees."]

25 25. In response, Plaintiff maintains that pursuant to Labor Code §226 (e)(2)(B) injury
26 is presumed by virtue of an employer failing to provide a properly itemized wage statement. ["An
27 employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide
28 accurate and complete information as required by any one or more of items (1) to (9), inclusive,

1 of subdivision (a) and the employee cannot promptly and easily determine¹ from the wage
2 statement alone... information required to be provided”.]

3 26. Plaintiff certainly anticipated that Defendant would argue Plaintiff could easily
4 determine the start date of the pay period from the face of the wage statement alone by simply
5 counting back from the listed end date of the pay period and likewise.

6 27. Contrary to Defendant’s anticipated argument, Plaintiff maintains that Plaintiff
7 would have to look at documents outside the four corners of the wage statement to determine the
8 exact dates of Defendant’s pay periods.

9 28. Nonetheless, Plaintiff had to acknowledge that there was risk that the trier of fact
10 would determine that the start date of the pay period could easily be determined from the face of
11 the wage statement alone.

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

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

16 31. Defendant maintained that if a Court determined that there was any violation, it
17 would be only a technical violation of Labor Code § 226(a)(6) that did not merit the imposition of
18 penalties.

19 32. Plaintiff anticipated that at trial, Defendant would argue that any alleged violation
20 was the result of a clerical oversight and, accordingly, Plaintiff could not prove the violation was
21 “knowing and intentional.”

22 33. Consequently, Class Counsel anticipated that, at trial, Defendant could make a
23 potentially persuasive argument that if Defendant did not act knowingly or intentionally there
24 would be no penalties available under Labor Code § 226(e) to the Class.

25 34. While Class Counsel maintains that it could establish that the alleged violation was
26 “knowing and intentional”, nonetheless Class Counsel had to recognize that there was risk that a

27 ¹ Lab. Code § 226(2)(C) provides: For purposes of this paragraph, “promptly and easily determine” means a
28 reasonable person would be able to readily ascertain the information without reference to other documents or
information.

1 trier of fact might ultimately be swayed by Defendant's arguments.

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

3 36. Plaintiff maintained that she was required to clock in and out using her cellphone.

4 37. Defendant disputed this, but maintained if Plaintiff or any other workers did clock
5 in and out using their personal cellphone, it was only a limited group of employees and those
6 employees also generally had other available means to clock in and out such as through a computer
7 or landline telephone.

8 38. Plaintiff disputed these facts, but if Defendant were able to establish such facts,
9 there could potentially be zero liability associated with this claim.

10 39. Moreover, even if Plaintiff were able to establish the facts and liability on this
11 claim, there is a question as to what amount could be recoverable.

12 40. If an employee is simply using a personal cellphone for a mere minute or two each
13 day, there is an open question as to what amount an employer is responsible for if that employee
14 would have maintained the same personal cellphone anyway.

15 41. If the Court were persuaded by such an argument here, even if Plaintiff established
16 liability, she could potentially be awarded mere pennies or even \$0 if the Court were to find that
17 she and all putative Class Members would have maintained their personal cellphones anyway and
18 clocking in and out did not change their monthly fees, data plans, etc.

19 42. In light of the above, Plaintiff believed there were certainly serious risks to be
20 weighed in considering whether or not she could establish liability on her class claims.

21 43. Here, the aggrieved employees' PAGA claims are predicated upon two alleged
22 underlying violations of the Labor Code. First, Plaintiff alleged that the same underlying
23 violations of Labor Code §226(a) discussed above give rise to penalties pursuant to Labor Code
24 §2699, *et seq.* Second, Plaintiff alleged that Defendant's alleged violation of Labor Code §2802
25 gives rise to penalties pursuant to Labor Code §2699, *et seq.*

26 44. As discussed above, Plaintiff takes the position that a review of the itemized wage
27 statements at issue reveals that Defendant simply failed to comply with all of the requirements of
28 Lab. Code § 226(a)(6)-(9).

1 45. Though Plaintiff determined that there was cognizable risk that she could establish
2 a violation of Labor Code § 226(a) given the required showings of “injury” and that Defendant’s
3 conduct was “knowing and intentional”, under the PAGA framework, Plaintiff was confident that
4 she could prevail in an action for civil penalties based on Defendant’s alleged violation of Labor
5 Code § 226(a).

6 46. In essence, in Plaintiff’s analysis, these recent decisions render Labor Code §
7 226(a) essentially a strict liability statute.

8 47. However, as the *Raines* decision notes, the trial court has the discretion to reduce
9 civil penalties for technical, non-harmful violations. Here, Plaintiff saw a very real threat that even
10 after the time and expense associated with success at trial, the Court could ultimately award mere
11 pennies on the dollar if the alleged violation was deemed technical.

12 48. Here, Plaintiff alleged that she was required to use her personal cellphone to clock
13 in and out while stationed at one of Defendant’s parking kiosks.

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

20 50. The significant uncertainty associated with the PAGA claim, and any penalties
21 ultimately awarded, required a discount of the value of the claim for settlement purposes.

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

26 52. If the Court did eventually certify a wage statement class, trial of a case involving
27 approximately 5,040 Class Members could certainly require the retention of expensive expert
28 witnesses, the accrual of extensive litigation costs, and a significant time overlay by the parties.

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

3 54. An appeal would result in further delay for the Class Members who are waiting for
4 a resolution in this matter.

5 55. This case has not been certified to be tried as a class action. While Plaintiff believes
6 there is strong evidence to support certification of a proposed wage statement class, certification
7 is always hard fought and subject to judicial discretion. Moreover, in class actions, decertification
8 is always a possibility. In attempting to certify a class, the parties would need to conduct multiple
9 depositions, including of the named Plaintiff and person(s) most knowledgeable regarding
10 Defendant's policies. There is a risk for both sides as to what these depositions will reveal and
11 whether they will support class certification to the extent expected.

12 56. It was very difficult for the Parties to reach this Settlement.

13 57. This settlement is the result of adversarial, non-collusive, and arms-length
14 negotiations. The Parties arrived at it only after extensive investigation and discovery and a careful
15 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
16 likely to be awarded to the class were the trier of fact to find Defendant was liable.

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

20 59. Once Class Counsel determined the maximum potential damages they believed
21 were at issue, they decided on a fair and reasonable settlement for the Class considering the risks
22 outlined above and the likelihood of success on the merits.

23 60. Class Counsel believes that the Class had a reasonable likelihood of success on the
24 wage statement claims, but were keenly aware of the risk in establishing "injury" and that
25 Defendant's conduct was "knowing and intentional."

26 61. As it relates to the § 2802 claim, the risks are detailed above and Plaintiff felt the
27 strongest risk related to certification of this claim.

28 62. Finally, Counsel determined that the likelihood of success on the claim for PAGA

1 penalties was strong, but felt that it was not likely that a court would award the maximum potential
2 penalty of \$100 and \$200 because the statute vests the Court with discretion when it comes to any
3 PAGA penalty award.

4 63. Finally, Class Counsel also had to consider that Plaintiff's claim under Labor Code
5 §226(a) was pled in other pending actions against Defendant and there was a very real risk, as
6 there always is in complex class litigation, that Defendant could potentially settle the claims
7 pending in this case as a result of a settlement reached in another matter.

8 64. In light of the above, Plaintiff's Counsel believes that the proposed Settlement
9 Amount of \$1,080,000 is fair and reasonable.

10 ATTORNEY COMPETENCE

11 65. Kingsley & Kingsley is experienced in prosecuting and defending employment
12 litigation, and we have focused a substantial percentage of our practice since 2000 on wage, hour,
13 and working condition violations. My firm is well versed in class action litigation and has
14 diligently and aggressively pursued this action. Kingsley & Kingsley currently serves as class
15 counsel for several dozen pending class action lawsuits in Northern, Central, Eastern, and Southern
16 California in both State and Federal Court. Throughout the past decade, I have also actively
17 litigated countless wage and hour and consumer class actions. Below is a small, but representative
18 sampling of those cases:

- 19 a. *Chatman v. HVM LLC*, Los Angeles County Superior Court (BC343861). The
20 matter was approved for final settlement by the Honorable Elihu M. Berle in March
21 2007, in the gross amount of \$957,000.00, with attorneys' fees request of 20.8%.
- 22 b. *Ryan v. Hilton Hotels Corporation*, Los Angeles County Superior Court
23 (BC364260). The matter was approved for final settlement by the Honorable Mary
24 Thornton House in March 2008, in the gross amount of \$1,675,000.00, with
25 attorneys' fees request of 33 1/3%.
- 26 c. *Walker v. Hennessey's Tavern, Inc.*, Los Angeles County Superior Court
27 (BC375599). The matter was approved for final settlement by the Honorable
28 Richard L. Fruin in August 2009, in the gross amount of \$946,655.57.

- d. *Boske v. Toys “R” Us - Delaware, Inc.*, Los Angeles County Superior (BC378328). The matter was approved for final settlement by the Honorable Anne I. Jones in September 2009, in the gross amount of \$1,850,000.00, with attorneys' fees request of approximately 25%.
- e. *Lewis v. Collabrus, Inc., et al.*, Santa Clara County Superior Court (109CV-142927). The matter was approved for final settlement by the Honorable James P. Kleinberg in March 2012, in the gross amount of \$2,000,000.00, with attorneys' fees request of 33.3%.
- f. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739). The matter was approved for final settlement by the Honorable Lee Smally Edmund in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of 38%.
- g. *Anderson v. Total Renal Care, Inc.*, Los Angeles County Superior Court (BC388335). The matter was approved for final settlement by the Honorable William F. Highberger in January 2014, in the gross amount of \$1,500,000.00, with attorney's fees request of 33.33%.
- h. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The matter was approved for final settlement by the Honorable Anthony W. Ishii in November 2017, in the gross amount of \$6,100,000.00, plus interest, with attorney's fees benchmark award of \$1,525,000.
- i. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-15-101333). The matter was approved for final settlement before the Hon. Stephen D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with attorneys' fees request of 33.33%.

66. Kingsley & Kingsley filed its first class certification motion in the year 2000 and since that time has been appointed class counsel on dozens of wage and hour class actions that have been approved for class certification. Since 2011, Kingsley & Kingsley has moved for class certification in 13 matters and has successfully obtained class certification in 12 of those cases. A brief sampling of which includes:

- 1 a. *Lewis v. Collabrus, Inc.*, Santa Clara County Superior Court (109CV-142927),
2 approved for Class Certification in 2011.
- 3 b. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739),
4 contested Class Certification approved in 2012.
- 5 c. *Randell v. Tuesday Morning, Inc.*, Los Angeles Superior Court (BC403298),
6 contested Class Certification approved in 2012.
- 7 d. *Amaro, et al v. Gerawan Farming, Inc.*, United States District Court for the Eastern
8 District of California (1:14-cv-00147-DAD-SAB), contested Class Certification
9 approved in 2016.
- 10 e. *Ruiz v. Daniel C. Salas Harvesting, Inc.*, Kings County Superior Court (16 C 0214),
11 contested class certification approved in 2018.
- 12 f. *Weldon v. Geo Corrections & Detentions, LLC*, Kern County Superior Court
13 (BCV-16-102833), contested class certification approved in 2018.

14 67. Class Counsel is experienced in the handling of wage and hour class actions and
15 supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair
16 and reasonable and in the best interest of the Class.

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

19 **CLASS CERTIFICATION**

20 69. Here, the proposed Settlement Class is ascertainable for several reasons. First,
21 Defendant has agreed in the Settlement Agreement to provide a class list to the claims
22 administrator containing the generic employee identification number, name, last known mailing
23 address, last known telephone number, social security number, and start and end dates of
24 employment for all putative class members after issuance of the preliminary approval order.

25 70. Second, class members consist of Defendant's employees, and Defendant is
26 required to keep records of its hourly employees' names, home addresses, and social security
27 numbers. (*See* Wage Order 4-2001, subsection 7(c).)

28 71. Third and finally, Defendant informally produced data for putative class members

1 for purposes of mediation, which confirms that all class members may be readily identified based
2 on Defendant's records.

3 72. Here, the proposed Class contains, based upon information and belief, over 5,000
4 employees in the state of California. Therefore, Plaintiff will be able to establish that the proposed
5 Class is ascertainable and sufficiently numerous.

6 73. Here, questions of law and fact common to the proposed Class predominate over
7 any questions affecting only individual Class Members.

8 74. The critical common questions are whether Defendant failed to provide compliant
9 itemized wage statements within the meaning of Labor Code § 226(a) to Plaintiff and others
10 similarly situated and whether Defendant failed to properly reimburse for expenses necessarily
11 incurred as part of their work duties.

12 75. Plaintiff's challenge to Defendant's uniform practices involves common factual
13 and legal issues that are amenable to class treatment.

14 76. Here, the proposed Class Members suffered the same alleged violations, in the same
15 manner because the itemized wage statements issued to the proposed class share the same common
16 alleged defect – failure to show required information.

17 77. Likewise, Plaintiff alleges that she and all putative Class Members were required
18 to use their personal cellphones to clock in and out as a matter of Defendant's common policy.

19 78. Because the Class Members were subject to the same employment policies and
20 practices, the questions of fact and claims of these employees are the same for each member of the
21 class. Accordingly, for purposes of settlement, the evidence reviewed by Plaintiff's Counsel
22 demonstrates that common policies applied to the proposed Settlement Class and certification for
23 settlement purposes is appropriate.

24 79. Plaintiff's claims arise from the same policies and course of conduct that underlie
25 the claims of all other class members – that they were issued itemized wage statements that fail to
26 show all required information were required to use their personal cellphones to clock in and out as
27 a matter of Defendant's common policy.

28 80. Plaintiff is capable of fairly representing and adequately protecting the interests of

1 the proposed Class Members.

2 81. Plaintiff's interests in this litigation are coextensive with the interests of the
3 proposed Settlement Class. The members of the proposed Settlement Class all worked for
4 Defendant during the relevant time period and incurred the same type of alleged violations of the
5 law.

6 82. Moreover, Plaintiff has agreed to serve as Class Representative and has retained
7 qualified Counsel who is experienced in prosecuting wage and hour class actions.

8 83. This demonstrates her commitment to bringing about the best possible results for
9 the benefit of the proposed Classes.

10 84. Plaintiff has provided her Counsel with all necessary and pertinent information.

11 85. Therefore, Plaintiff has and will continue to adequately represent the proposed
12 Class Members.

13 86. In this regard, the superiority of class treatment is evident here because many of the
14 class members were low-wage restaurant workers, and individual pursuit of their claims would
15 thus not be economically viable.

16 87. The only alternative to certification would be to force over 2,835 employees to join
17 this action, file individual, uniform actions, or abandon their legal rights altogether.

18 88. This economic reality would result in a windfall for Defendant if this case were not
19 certified.

20 **EXHIBITS**

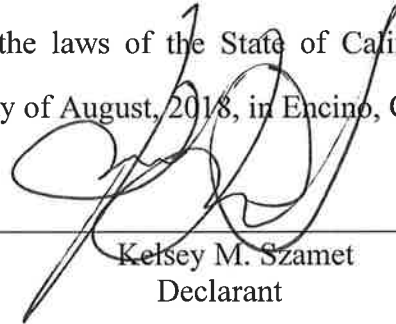
21 89. Attached hereto as Exhibit "A" is a true and correct copy of the Joint Stipulation of
22 Class Action Settlement ("Settlement Agreement" or "Settlement") ("Settlement Agreement").

23 ///

1 90. Attached hereto as Exhibit "B" is a true and correct copy of the [Proposed] Order
2 Granting Final Approval of Class Action Settlement.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed this 13th day of August, 2018, in Encino, California.

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Kelsey M. Szamet
Declarant

EXHIBIT "A"

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11

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,

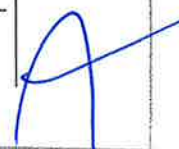
21 Defendants.
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Case No. BC614253

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

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

EXHIBIT 

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."**

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

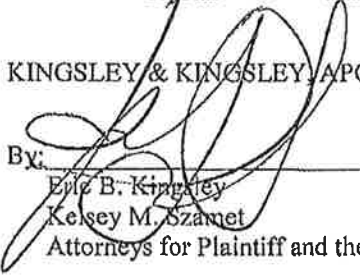
DATED: March ___, 2018

By: 

Plaintiff Crystal Martinez Ramirez

DATED: March 26, 2018

KINGSLEY & KINGSLEY, APC

By: 

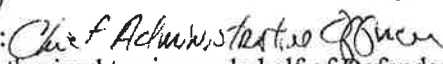
Eric B. Kingsley

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 “B”

KINGSLEY & KINGSLEY, APC

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Encino, CA 91436

Tel.: (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 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.
Howard L. Halm, Dept. 53]

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

Date: TBD

Time: TBD

Dept.: TBD

Complaint Filed: March 18, 2016



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").

5 The Motion for Final Approval of Class Action Settlement came before this Court, on
6 _____.

7 **WHEREAS**, on _____, this Court entered an Order granting
8 Preliminary Approval of this Settlement.

9 **WHEREAS**, Plaintiff has applied to the Court for an order finally approving the
10 Settlement and the Settlement Class based upon the terms set forth in the Joint Stipulation of Class
11 Action Settlement ("Settlement Agreement" or "Settlement"), a true and correct copy of which is
12 attached to the concurrently-submitted Declaration of Kelsey M. Szamet as Exhibit "A";.

13 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions for the
14 proposed Settlement and for entry of an order of final approval and entry of final judgment thereon.
15 The Court having read and considered Plaintiff's Motion for Preliminary Approval, Plaintiff's
16 Motion for Final Approval of Class Action Settlement, Plaintiff's Motion for Approval of
17 Attorneys' Fees and Costs, and the supporting documents and exhibits annexed thereto including
18 the Declarations of Kelsey M. Szamet, Plaintiff Crystal Martinez Ramirez, and the Claims
19 Administrator, now finds:

20 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED**
21 **AND JUDGMENT IS HEREBY ENTERED THAT:**

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

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

1 3. The Parties are hereby directed to perform the terms of the Settlement as described
2 in the Settlement Agreement and herein and shall be binding on Plaintiffs and all other Settlement
3 Class Members, except those who timely and properly filed Request for Exclusion, as well as their
4 heirs, executors and administrators, successors and assigns.

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

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

21 6. The Settlement Class is hereby made final. The Settlement Class is defined as:
22 all current and former employees who work/worked for Defendant
23 in the State of California during the Covered Period. (the
 "Settlement Class").

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

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

3 8. The Settlement Agreement is not an admission by Defendant, nor is this Final Order
4 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
5 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
6 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
7 wrongdoing on the part of Defendant.

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

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

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

23 11. The Court orders the calculations and the payments to be made and administered in
24 accordance with the terms of the Settlement Agreement.

25 12. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
26 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
27 confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

28 13. The Court hereby finds the unopposed application of Class Counsel for a costs and

1 attorneys' fees award provided for under the proposed Settlement to be fair and reasonable in light
2 of all the circumstances and is hereby granted. Of the gross settlement amount, \$393,333.33 shall
3 be paid for attorney fees and \$11,000.00 shall be paid for litigation costs.

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

7 15. The unopposed application of Class Counsel for claims administration fees to CPT
8 Group is hereby granted. Of the gross settlement amount, \$27,500.00 shall be paid for settlement
9 administration fees.

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

14 17. Defendant shall have no further liability for costs, expenses, interest, attorneys'
15 fees, or for any other charge, expense, or liability, except as provided for in the Settlement
16 Agreement.

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

21 19. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
22 shall retain jurisdiction of this action to enforce the terms of the judgment. Without affecting the
23 finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Actions, the
24 Parties, and the Settlement Class, as well as the 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;
27 provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their
28 rights to terminate the Settlement pursuant to the terms of the Settlement Agreement.

1 20. This Final Order shall constitute a final judgment.

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

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6 **DATED:** _____

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JUDGE OF THE SUPERIOR COURT

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EXHIBIT "1"

[CLASS MEMBER NAME]

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 the date of Preliminary Approval, 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:
 - Alleged itemized wage statement violations for the period of January 1, 2016 to [the date the Court grants preliminary approval];
 - Alleged failure to reimburse the cost of using cell phones for work related purposes for the period of March 3, 2015 to [the date the Court grants preliminary approval].
- 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:

EXHIBIT 2

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 XXXXXX.

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:

- Alleged itemized wage statement violations for the period of January 1, 2016 to [the date the Court grants preliminary approval];
- Alleged failure to reimburse the cost of using cell phones for work related purposes for the period of March 3, 2015 to [the date the Court grants preliminary approval].

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 XX, 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 the date the Court grants preliminary approval is _____. 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 XXXXXX

You must submit such information by XXXX. 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 XXX. 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 XXX.

If your Request for Exclusion is postmarked after XXX, 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 XXXXXX

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 XXX. 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.

<u>Class Counsel:</u> KINGSLEY & KINGSLEY, APC Kelsey M. Szamet, Esq. 16133 Ventura Blvd., Suite 1200 Encino, CA 91436 Telephone: (818) 990-8300 Fax: (818) 990-2903	<u>Counsel for SP PLUS CORPORATION</u> 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
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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. XX of the Los Angeles County Superior Court, [address] on _____, 2018, at XXX. (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, [address].

For further information, you may also telephone the Settlement Administrator at XXX 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.

EXHIBIT "2"

[CLASS MEMBER NAME]

CRYSTAL MARTINEZ RAMIREZ v. SP PLUS CORPORATION

**Superior Court of The State Of California, County of Los Angeles
Case No.: BC614253**

ELECTION TO BE EXCLUDED FROM CLASS ACTION SETTLEMENT ("OPT OUT")

IF YOU DO NOT WANT TO PARTICIPATE IN THE CLASS ACTION SETTLEMENT DISCUSSED IN THE NOTICE SENT TO YOU WITH THIS DOCUMENT, YOU MUST SIGN AND FILL OUT THIS FORM ACCURATELY AND IN ITS ENTIRETY, AND YOU MUST MAIL THIS FORM TO THE ADDRESS BELOW SO THAT IT IS POSTMARKED ON OR BEFORE _____. AND MAIL IT TO THE FOLLOWING ADDRESS:

**CPT Group, Inc.
XXXX**

I confirm that I was employed by SP Plus Corporation, as an employee in California for a period of time between March 3, 2015 through [date of preliminary approval]. I confirm that I have received notice of the Settlement in the action, entitled *Crystal Martinez Ramirez v. SP Plus Corporation*, currently pending in Los Angeles County Superior Court, under Case No. BC614253. I confirm that it is my decision not to participate in the class action settlement. I understand that by signing and submitting this "opt out" form that I will not receive any money from the class action Settlement.

Dated: _____

(Signature)

(Last Four Digits of Social Security Number)

(Type or Print Full Name)

(Telephone Number)

(Street Address)

(City, State, Zip Code)

EXHIBIT 2

(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 August 13, 2018, I served all interested parties in this action the following documents described as **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT MEMORANDUM OF POINTS AND AUTHORITIES IN SUPPORT THEREOF** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

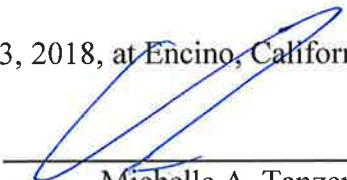
Spencer C. Skeen
Tim L. Johnson
Jesse C. Ferrantella
Nikolas T. Djordjevski
OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.
4370 La Jolla Village Drive, Suite 990
San Diego, CA 92122
Attorneys for Defendants SP Plus Corporation,
Standard Parking Corporation IL, SP Plus Property Management, Inc.,
SP Plus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

PROOF OF SERVICE LIST CONTINUED ON NEXT PAGE

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

Executed on August 13, 2018, 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
 Manhattan Beach, CA 90266
 Attorneys for Plaintiff Evelyn Escalante and Briana McFashion

10

11 Sam Kim
12 Yoonis Han
13 **VERUM LAW GROUP, APC**
14 841 Apollo Street, Suite 340
15 El Segundo, CA 90245
 Attorneys for Plaintiffs Yuliana Chavez,
 Gloria A. Cerritos and Frankcelia Payes

16 Raymond A. Gallenberg
17 Rosa Vigil-Gallenberg
18 **GALLENBERG PC**
19 800 S. Victory Blvd., Suite 203
 Burbank, CA 91502
 Attorneys for Plaintiff Sarah Huda

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