PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 *ET SEQ.*)
SETTLEMENT AGREEMENT

Ike Ceralde, et al. v. SP Plus Corporation
Los Angeles County Superior Court
Case No. 23STCV09036
Signature Resolution Case No. ELWGP

Ambar Barba, et al. v. SP Plus Corporation
Los Angeles County Superior Court
Case No. 24 STCV05523
Case No. 24STCV11896

Calvin Murry, et al. v. SP Plus Corporation
Los Angeles County Superior Court
Case No. 23STCV28978
Judicate West Case No. A315980

IT IS HEREBY STIPULATED AND AGREED by and among the undersigned Parties (defined below) to this settlement agreement ("Agreement" or "Settlement"), subject to the approval of the Court, that the settlement of this Action (defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms used herein shall have the meanings set forth in Article I or elsewhere herein.

This Agreement is made by and between Defendant SP Plus Corporation (n.k.a. SP Plus, LLC) (collectively, "Defendants"), on the one hand, and Plaintiffs Ike Ceralde, Ambar Barba, and Calvin Murry (collectively, "Plaintiffs"), on behalf of themselves, the Aggrieved Employees (defined below), and the State of California, on the other hand (Defendants and Plaintiffs are individually referred to herein as a "Party" and collectively referred to as the "Parties"). The Parties enter into this Agreement and Release of Liability under the Private Attorneys General Act of 2004 as follows:

The Parties agree all claims asserted in the Action (defined below), shall be, and hereby are, ended, settled, resolved, and concluded by agreement of Defendants to pay the total sum of One Million One Hundred Forty Seven Thousand Five Hundred Dollars and Zero Cents ($1,147,500.00) ("Gross Settlement" or "Gross Settlement Amount") for settlement of the Claims on the terms outlined in this Agreement, subject to court approval, which sum shall be all-inclusive meaning it will cover payments to Plaintiffs, Plaintiffs' attorneys' fees and costs, settlement administration fees, and payments to the State of California and the Aggrieved Employees, and under no condition will Defendants be obligated to pay additional sums for resolution of the Claims, except as provided in Section 10 below. The Parties further agree this Agreement is a compromise of disputed claims and nothing in this Agreement shall be construed as an admission of liability.

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

1.1. "Action" collectively means the Plaintiffs' lawsuits alleging wage and hour violations against Defendants captioned:

(1) Plaintiff Ike Ceralde's Private Attorneys General Act of 2004 ("PAGA") civil action filed in the Superior Court of the State of California, County of Los Angeles entitled, *Ike Ceralde, et al. v. SP Plus Corporation*, Case No. 23STCV09036, which will be amended to be a Consolidated PAGA Action to consolidate all actions below, all Released PAGA Claims, and factual theories discussed at mediation;

(2) Plaintiff Ike Ceralde's individual arbitration filed with Signature Resolution entitled, *Ike Ceralde v. SP Plus Corporation*, Case No. ELWGP;

(3) Plaintiff Ambar Barba's Private Attorneys General Act of 2004 ("PAGA") civil action filed in the Superior Court of the State of California, County of Los Angeles entitled, *Ambar Barba, et al. v. SP Plus Corporation*, Case No. 24STCV11896;

(4) Plaintiff Ambar Barba's class action complaint filed in the Superior Court of the State of California, County of Los Angeles entitled, *Ambar Barba, et al. v. SP Plus Corporation*, Case No. 24STCV05523, which the Parties stipulated to dismiss the class claims and stay the case pending individual arbitration;

(5) Plaintiff Calvin Murry's class action and Private Attorneys General Act of 2004 ("PAGA") civil action filed in the Superior Court of the State of California, County of Los Angeles entitled, *Calvin Murry, et al. v. SP Plus Corporation*, Case No. 23STCV28978, which the class claims were dismissed by the United States District Court and the representative PAGA claims were stayed pending individual arbitration;

(6) Plaintiff Calvin Murry's individual arbitration filed with Judicate West entitled, *Calvin Murry v. SP Plus Corporation*, Case No. A315980.

1.2. "Administrator" means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with Preliminary Approval.

1.4. "Aggrieved Employees" or "PAGA Settlement Members" means all hourly, non-exempt, current and former employees who worked for Defendants in California during the PAGA Period. The Aggrieved Employees do not include employees governed by a collective bargaining agreement during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last-known mailing address, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with

Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defendants" means all Defendants named in the Action, including: SP Plus Corporation (n.k.a. SP Plus, LLC).

1.9. "Defense Counsel" means Spencer C. Skeen, Tim L. Johnson, and Cameron J. Davila of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

1.10. "Effective Date" means the date upon which both the following have occurred: (i) approval of the Settlement is granted by the Los Angeles County Superior Court, or other court assuming jurisdiction, and (ii) the Judgment is final. The Judgment is final on the day the Court enters Judgment approving the PAGA Settlement.

1.11. "Gross Settlement Amount" means One Million Two Hundred Thousand Dollars ($1,147,500) which is the total amount to be paid by Defendants as provided by this Agreement except as provided in Section 10 below. The Gross Settlement Amount will be used to pay PAGA Penalties (i.e. Individual PAGA Payments and the LWDA PAGA Payment), PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payments, and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendants, with no claim forms required.

1.12. "Individual PAGA Payment" means the Aggrieved Employees' pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13. "Judgment" or "Approval Order" means the judgment entered by the Court based upon the Final Approval of the PAGA Settlement.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.16. "Net Settlement Amount" or "PAGA Fund" is the amount remaining to distribute to the LWDA and Aggrieved Employees. It means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The PAGA Fund will be used to pay the LWDA PAGA Payment and Individual PAGA Payments.

1.17. "Operative Complaint" means the operative amended Consolidated PAGA Representative Action Complaint: *Ike Ceralde, et al. v. SP Plus Corporation*, Case No. 23STCV09036 that consolidates all actions by Plaintiffs, and all Released PAGA Claims, and factual theories discussed at mediation.

1.18. "Parties" means Plaintiffs and Defendants.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.

1.20. "PAGA Period" means April 21, 2022, to July 30, 2025, subject to section 10 below.

1.21. "PAGA" means the Private Attorneys General Act of 2004, codified at Labor Code §§ 2698. et seq.

1.22. "PAGA Notice" means the Plaintiffs' letters and subsequent letters to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a). This includes LWDA Case Nos. LWDA-CM-950154-23; LWDA-CM-1014903-24; LWDA-CM-996164-23.

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees ($183,759.56) and the 75% to LWDA ($551,278.69) in settlement of PAGA claims.

1.24. "PAGA Representative Service Payment" means the service payment made to Plaintiffs in order to compensate them for initiating the Action, performing work in support of the Action, and undertaking the risk of liability for Defendant's expenses.

1.25. "PAGA Settlement Notice" means the notice attached hereto as **Exhibit A**, that is mailed together with the Individual PAGA Payments, with no claims process required.

1.26. "Plaintiffs" or "PAGA Representatives" means Ike Ceralde; Ambar Barba; and Calvin Murry, the named plaintiffs in the Action, individually and in their capacity as a representative of the State of California on behalf of other aggrieved employees.

1.27. "Plaintiffs' Attorneys" or "PAGA Counsel" means Roman Otkupman and Nidah Farishta of Otkupman Law Firm, Joseph Lavi and Vincent Granberry of Lavi & Ebrahimian, LLP, Adam Rose and Manny Starr of Frontier Law Center, and Larry W. Lee and Kristen Agnew of Diversity Law Group, P.C.

1.28. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.29. "Released PAGA Claims" means a release from the LWDA, the State of California and Aggrieved Employees of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the factual allegations stated in the Action, the Operative Complaint, the PAGA Notice, and any amendments thereto, which occurred during the PAGA Period, including but not limited to, all claims for violation of Labor Code §§ 226.7, 512, 515, 558, 558.1, 510, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 226, 226(a), 226(e), 226(h), 226.3, 1174, 1174(d), 1174.5, 201, 201.3, 202, 203, 204, 204(a)(b), 256, 2800, 2802, 2804, 210, 218, 218.5, 223, 233, 246 through 248.7, 227.3, 225.5, 6400, 6401, 6403, 6404, 6407, 7409.6(a)(1), 8 CCR 3202. This includes PAGA claims that occurred during the PAGA Period for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay All Wages; (4) Failure to Provide Accurate Itemized Wage Statements; (5) Waiting Time Penalties; (6) Failure to Timely Pay Wages During Employment; (7) Failure to Reimburse for Business Expenses; (8) Failure to Pay for All Hours Worked, including Overtime; (9) Failure to Pay Wages at the Correct Rate of Pay, including Overtime, Meal/Rest Premiums, and Sick Pay/Paid Time Off/Vacation; and (9) Failure to Provide a Place of Employment That is Safe and Healthful. The Released PAGA Claims do not include other PAGA claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, or PAGA claims outside of the PAGA Period.

1.30. "Released Parties" means: Defendants and each of their former and present insurers, brands, concepts, affiliates, subsidiaries, parent companies, predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendants.

1.31. "Settlement" means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.

2. RECITALS

2.1. On April 21, 2023, Plaintiff Ike Ceralde filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles, alleging ten causes of action for (1) Failure to Provide Meal Periods in violation of (Labor Code § 226.7, 512, and 558); (2) Failure to Provide Rest Periods in violation of (Labor Code § 226.7, 512, and 558); (3) Failure to Pay All Wages in violation of (Labor Code § 510, 1194, and 1194.2); (4) Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provision (Labor Code § 226(a), (e), and 1174(d); (5) Failure to Timely Pay Wages Due at Termination (Labor Code § 201-203); (6) Failure to Timely Pay Employees in violation of (Labor Code § 204(a)(b)); (7) Failure to Reimburse for Business Expenses in violation of (Labor Code § 2802); (8) Failure to Pay for All Hours Worked, including Overtime Hours Worked in violation of (Labor Code § 210, 218); (9) Failure to Provide a Place of Employment That is Safe and Healthful in violation of (Labor Code § 6400, 6401, 6403, 6404, 6407, 8 CCR 3202); and (10) Violation of Business and Professions Code § 17200.

2.2. On July 12, 2023, Plaintiff Ike Ceralde and Defendants stipulated to dismiss his class claims without prejudice and file a First Amended Complaint adding a cause of action for penalties pursuant to California's Private Attorneys General Act of 2004 ("PAGA").

2.3. On August 29, 2023, Ceralde and Defendants stipulated to arbitrate Plaintiff's individual claims (including individual PAGA claims) and stay the representative PAGA claims pending completion of individual arbitration

2.4. On March 5, 2024, Plaintiff Ambar Barba filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles, alleging causes of action for (1) Failure to Pay Wages for All Hours Worked; (2) Failure to Pay Overtime; (3) Failure to Permit Meal Periods; (4) Failure to Permit Rest Periods; (5) Failure to Provide Accurate Itemized Wage Statements; (6) Waiting Time Penalties;

(7) Unlawful Business Practices.

2.5. On May 10, 2024, Plaintiff Ambar Barba filed a separate representative action under California's Private Attorneys General Act of 2004 in Los Angeles Superior Court based on the same underlying Labor Code claims.

2.6. On May 29, 2024, Plaintiff Ambar Barba and Defendants stipulated to dismiss Barba's class claims without prejudice and to submit Barba's individual claims to arbitration.

2.7. On November 27, 2023, Plaintiff Calvin Murry filed a Class Action Complaint against Defendants in the Superior Court of the State of California, County of Los Angeles alleging causes of action for: (1) Minimum Wage Violations; (2) Overtime Wages Violations; (3) Meal Period Violations; (4) Rest Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unlawful Business Practices.

2.8. On July 12, 2023, Plaintiff Calvin Murry file a First Amended Complaint adding a cause of action for penalties pursuant to California's Private Attorneys General Act of 2004.

2.9. On March 12, 2024, the Court granted Defendants' motion to compel Plaintiff Calvin Murry's individual claims to arbitration, dismiss the class claims, and stay the PAGA claims.

2.10. The Parties then agreed to participate in a global mediation. In light of the mediation, the Parties stipulated to continue the case management conferences. The stipulation was not construed or deemed as a waiver by Defendants of their right to compel Plaintiffs' individual claims to arbitration, or to waive any other rights or defenses.

2.11. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave written notice to Defendants and the LWDA by sending the PAGA Notice. Never did the LWDA indicate its intention to investigate the alleged violations referenced in the letter.

Mediation and Settlement

2.12. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged. Defendants represent that all Plaintiffs have signed arbitration agreements requiring individual arbitration.

2.13. The Parties subsequently agreed to engage in mediation, which took place on March 31, 2025 with experienced wage and hour, and representative action mediator, Lou Marlin, Esq. The Parties engaged in formal and informal discovery before the mediation. The Parties also engaged in extensive settlement negotiations at the mediation, which involved substantial offers and counteroffers between the Parties. As a result, and with the assistant of Mr. Marlin the Parties were able to reach a Settlement.

2.14. Counsel for all Parties have thoroughly investigated the facts relating to the claims alleged in the Operative Complaint and made a thorough study of the legal principles applicable to the claims asserted against Defendants. Plaintiffs' Counsel concluded the Settlement is fair, reasonable, and adequate, given all known facts and circumstances, including the defenses asserted by Defendants, potential adverse findings regarding liability, and numerous potential appellate issues.

2.15. Following the Mediation, each side, represented by its respective counsel, were able to agree to settle the Action which was memorialized in the form of a Memorandum of Understanding. Once executed, this Agreement replaces and supersedes the MOU and any other agreements, understandings, or representations between the Parties.

2.16. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendants that the claims in the Action of Plaintiffs or the PAGA Group have merit or that Defendants bear any liability to Plaintiffs or the PAGA Group on those claims or any other claims, or as an admission by Plaintiffs that Defendants' defenses in the Action have merit. Defendants deny and continue to deny, every claim and contention alleged in the Action, and have always maintained that they never engaged in any unlawful acts regarding the matters alleged in the Action.

2.17. If for any reason the settlement does not become effective, Defendants reserves all available defenses to the claims in the Action and reserves the right to compel Plaintiffs' individual PAGA claims to arbitration or seek a stay and/or dismissal of the representative PAGA claims. If the court does not grant approval of the PAGA settlement, the parties will stipulate that the case will be returned to its status as of March 31, 2025.

2.18. As part of this Settlement Agreement, the Parties agreed to stipulate to the filing of an amended Consolidated PAGA Representative Action Complaint that consolidates all of Plaintiffs' alleged PAGA claims into the Ceralde PAGA Action. The amended Consolidated PAGA Representative Action Complaint also clarifies the basis for all claims, causes of action, and theories of liability addressed during the Mediation.

2.19. To accomplish the foregoing, the Parties stipulated to allow Plaintiffs to file a First Amended (Consolidated) PAGA Representative Action Complaint: *Ike Ceralde, et al. v. SP Plus Corporation*, Case No. 23STCV09036. The Second Amended (Consolidated) PAGA Representative Action Complaint shall be the operative complaint in the Action (the "Operative Complaint").

2.20. If the Court does not grant approval of the PAGA Settlement in the pending Operative Complaint, Defendants retain their rights to compel Plaintiffs' individual PAGA claims to arbitration or seek a stay and/or dismissal of the representative PAGA claims.

2.21. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree:

3. NON-ADMISSION OF LIABILITIY

Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty, and costs of further prosecution, the difficulty of proof necessary to establish a manageable group for purposes of liability, and the relative benefits to the PAGA Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the PAGA Settlement Members.

By entering into this Settlement, Defendants deny any liability for any of the claims in the Action, and any other potential or unknown claims based on wage and hour violations under California or federal law. Neither this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, may be construed as, or may be used as, an admission, concession, or indication by or against Defendants of any unlawful conduct, fault, wrongdoing or liability whatsoever. Defendants specifically deny that they have engaged in any unlawful or wrongful conduct against Plaintiffs or the PAGA Settlement Members.

4. MONETARY TERMS

4.1. Gross Settlement Amount. Except as otherwise provided by Section 10 below, Defendants shall pay a monetary settlement payment in a total amount not to exceed $1,147,500 ("Gross Settlement Amount"). The Gross Settlement Amount is the maximum monetary amount Defendants can be required to pay under this Settlement. The Gross Settlement Amount includes the Individual PAGA Payments to the Aggrieved Employees, the PAGA Representative Service Payments to Plaintiffs, LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. Defendants have no obligation to pay the Gross Settlement Amount prior to the Effective Date of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. The Gross Settlement Amount shall be all-in and none of the Gross Settlement Amount will revert to Defendants.

4.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval of the PAGA Settlement.

(a) To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33.33% which is currently estimated to be $382,461.75 and PAGA Counsel Litigation Expenses Payment of not more than $30,000.00. Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies

Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

(b) Plaintiffs: A PAGA Representative Service Payment in an amount not more than $2,500.00 to each Plaintiff (collectively, $7,500.00) (in addition to any Individual PAGA Payment the Plaintiffs are entitled to receive as a PAGA Settlement Member). Defendants will not oppose Plaintiffs' request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the PAGA Representative Service Payment using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the PAGA Representative Service Payment.

(c) To the Administrator: An Administration Expenses Payment not to exceed $8,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses Payment is less or the Court approves payment less than $8,000, the Administrator will allocate the remainder to the Net Settlement Amount.

(d) To the LWDA and Aggrieved Employees / PAGA Fund: PAGA Penalties in the amount of $735,038.25, which is the estimated Net Settlement Amount, with 75% (currently $551,278.69) allocated to the LWDA PAGA Payment and 25% (currently $183,759.56) allocated to the Individual PAGA Payments (calculation discussed below).

i. If the Court approves PAGA Penalties different from the amount requested, the Administrator will use the difference to adjust the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

5. SETTLEMENT FUNDING

5.1. PAGA Settlement Members Data. Within fourteen (14) days of the Effective Date, Defendants will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Settlement Members' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement.

5.2. Funding of the Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 21 days after the Effective Date. Within 15 days after the Defendants fully fund the Gross Settlement Amount, the Settlement Administrator shall distribute the PAGA Fund to the LWDA and to the PAGA Settlement Members. Payments to PAGA Settlement Members shall be made via U.S. Mail to their last known addresses.

5.3. Formula for Calculating Shares of the PAGA Fund. The portion of the PAGA Fund to be paid to each PAGA Settlement Member shall be determined based on the following pay period formula:

The payment to PAGA Settlement Members will be based on the number of pay periods worked by each PAGA Settlement Member during the PAGA Period. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($188,635.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period. The resulting pay period value will then be multiplied by the number of pay periods worked by each PAGA member to calculate the Individual PAGA payment ("Individual PAGA Payments"). Defendants' records shall be determinative for purposes of calculating the number of pay periods worked and any payments to PAGA Settlement Members.

5.4. Distribution of PAGA Fund. The Settlement Administrator shall pay an amount equivalent to 75% of the PAGA Fund to the LWDA, or as otherwise directed by the Court. A copy of the check that the Settlement Administrator mails to the LWDA shall be provided to Plaintiffs' Counsel within five days of mailing.

The Settlement Administrator shall also distribute the Individual PAGA Payments to each PAGA Settlement Members, or as otherwise directed by the Court, by postmarked First Class U.S. Mail. The Settlement Administrator shall maintain a list of the postmarked dates for the original mailing of each Individual PAGA Payment to the PAGA Settlement Members and a list of PAGA Settlement Members who did not receive the Individual PAGA Payments, if any, due to the inability to locate a valid address.

All settlement checks will remain valid and negotiable for 180 days from the date of their execution. After 180 days, any uncashed checks will be void and the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

The Settlement Administrator will prepare and issue IRS Form 1099s to PAGA Settlement Members who received an Individual PAGA Payment. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5.5. Tax Treatment. PAGA Settlement Members will assume any tax obligations or consequences that may arise from this Settlement. PAGA Settlement Members release any and all claims they have or may have against Defendants or Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by Defendants or any of the Released Parties. The PAGA Settlement Members shall not contact Defendants, any of the Released Parties, or Defense Counsel.

6. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement, Plaintiffs, Aggrieved Employees, the State of California, and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. In addition to the claims released under Sections 6.2 below, Plaintiffs and Plaintiffs' former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, agree to a general release of any and all claims, transactions, or occurrences against Released Parties—which will include without limitation any and all claims which in any way relate to Plaintiffs' employment with Defendants or alleged employment with all other Defendants, under State or Federal law, in tort, common law, statute, contract, or equity, whether pled in the Complaint or not, including but not limited to any claims under the Fair Labor Standards Act ("FLSA"), Title VII, Americans with Disabilities Act ("ADA"), Fair Employment and Housing Act ("FEHA"), Age Discrimination in Employment Act ("ADEA"), Private Attorneys General Act ("PAGA"), California Labor Code, or any Industrial Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. Notwithstanding the above, Plaintiffs will retain their rights to the settlement payment in the individual settlement and general release agreements, which are being signed separately and simultaneously.

(a) <u>Plaintiffs' Waiver of Rights Under Civil Code Section 1542</u>. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

6.2. <u>Release of PAGA Claims by LWDA and PAGA Settlement Members</u>. All Aggrieved Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all of the Released PAGA Claims. The Parties agree that the settlement of this Action shall be effective as a full and final accord and satisfaction, settlement of, and as a bar to, the claims for civil penalties for resulting from the Labor Code violations alleged, or that could have been alleged, against Defendants arising out of the facts, circumstances, and primary rights in the Operative Complaint. The Parties further agree the settlement of this Action shall be binding on Plaintiffs, the PAGA Settlement Members, the LWDA, the State of California, Defendants, and the Released Parties. Because of this release, the PAGA Settlement Members cannot sue under, or recover in any other action brought under PAGA, California Labor Code §§ 2698 *et seq.*, for any violations of the Released PAGA Claims that took place during the PAGA Period. This includes PAGA claims that occurred during the PAGA Period for: (1) Failure to Provide Meal Periods; (2) Failure to Provide Rest Periods; (3) Failure to Pay All Wages; (4) Failure to Provide Accurate Itemized Wage Statements; (5) Waiting Time Penalties; (6) Failure to Timely Pay Wages During Employment; (7) Failure to Reimburse for Business Expenses; (8) Failure to Pay for All Hours Worked, including Overtime; (9) Failure to Pay Wages at the Correct Rate of Pay, including Overtime, Meal/Rest Premiums, and Sick Pay (9) Failure to Provide a

Place of Employment That is Safe and Healthful; and (10) Unlawful Business Practices all in violation of Labor Code §§ 226.7, 512, 515, 558, 558.1, 510, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 226, 226(a), 226(e), 226(h), 226.3, 1174, 1174(d), 1174.5, 201, 201.3, 202, 203, 204, 204(a)(b), 256, 2800, 2802, 2804, 210, 218, 218.5, 223, 233, 246 through 248.7, 227.3, 225.5, 6400, 6401, 6403, 6404, 6407, 7409.6(a)(1), 8 CCR 3202, 17200.

6.3. Release by PAGA Counsel. PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice

7. MOTION OR APPLICATION FOR APPROVAL OF PAGA SETTLEMENT

7.1. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

7.2. Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiffs, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); and (iv) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator.

8. SETTLEMENT ADMINISTRATION

8.1. Selection of Administrator. The Parties have jointly selected the Administrator to serve in that role and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the PAGA Settlement Notice to all PAGA Settlement Members; conducting a National Change of Address search to update PAGA Settlement Members' addresses before mailing the PAGA Settlement Notice; re-mailing PAGA Settlement Notices that are returned to the PAGA Settlement Member's new address; calculating Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **PAGA SIZE MODIFICATION AND ESCALATOR CLAUSE**. Based on its records, Defendants estimate there are 85,575 pay periods during the PAGA Period. If the size of the PAGA Pay Periods of the PAGA Settlement Members exceeds 85,575 by more than 10%, Defendants have the option to pay a pro-rata amount over the settlement sum to address any additional pay periods above the 10% figure and settle those additional pay periods. For example, if the number is 11% higher, the Gross Settlement Amount will be increased by 1%. Alternatively, Defendants will have the option to scale back the PAGA Period so as not to trigger the escalator.

11. **ADDITIONAL PROVISIONS**

11.1. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and will not solicit any Aggrieved Employee to object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Aggrieved Employees in accordance with PAGA Counsel's ethical obligations.

11.3. No Publicity. Plaintiffs and PAGA Counsel will not contact the media about the settlement or respond to any inquiries by the media regarding the Settlement, other than to state that the matter was amicably settled, and the Court did not find Defendants liable. Plaintiffs and Plaintiffs' Counsel shall not publicize or refer to the fact or amount of the Settlement on their websites, social media, any other marketing materials, or legal publications. Plaintiffs and Plaintiffs' Counsel will not state on their websites, social media, any other marketing materials, or legal publications, that Defendants engaged in any act contrary to California law, or denied payment owed to its employees, or otherwise committed any violations of the California Labor Code or any other local, state, or federal law, otherwise disparage Defendants, or otherwise identify Defendants. Defendants may report the Settlement or results of this lawsuit if required to do so by public disclosure regulatory requirements, or with respect to any financial or other disclosures, which in their judgment are necessary.

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution. If the Court believes the amount of Administration Expenses; Attorneys' Fees, Attorneys' Expenses; PAGA Service Award; or PAGA Payment should be modified, the other terms of the settlement will remain in effect and any such reduction will not affect the remaining terms, other than adjusting the Net Settlement Amount. A reduction to the Attorneys'

Fees, Attorneys' Expenses; Service Award; or PAGA Payment is not a ground for rescinding the settlement.

11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8. No Tax Advice. Neither Plaintiffs, PAGA Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties. Plaintiffs represents covenant, and warrant they have not directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action, or rights released in the Released Claims in this Settlement. This Settlement shall be binding upon Plaintiffs and the PAGA Settlement Members. This Settlement may be amended or modified only by a written instrument signed by Plaintiffs and Defendants. No rights under this Settlement may be waived except in writing.

11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14. Use and Return of Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants makes a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs and the PAGA Settlement Members:

Roman Otkupman
Nidah Farishta
Otkupman Law Firm
5743 Corsa Ave., Suite 123
Westlake Village, CA 921362
Tel.: (818) 293-5623
E-Mail: roman@olfla.com

To Defendants:

Spencer C. Skeen
Tim L. Johnson
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C
4660 La Jolla Village Drive, Suite 900
San Diego, CA 92122
Tel: 858-652-3100
Fax: 858-652-3101
E-Mail: tim.johnson@ogletree.com
cameron.davila@ogletree.com

11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process, beginning on the date of execution of this Agreement.

11.20. Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

12. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: __________ ______________________________
Plaintiff Ike Ceralde

Dated: __________ ______________________________
Plaintiff Ambar Barba

Dated: __________ ______________________________
Plaintiff Calvin Murry

Dated: 9/4/25 Michelle Rosen

Michelle Rosen [name]
For Defendant SP Plus Corporation (n.k.a. SP Plus, LLC)

Dated: __________ ______________________________
Roman Otkupman
Nidah Farishta
Otkupman Law Firm
Attorney for Plaintiffs

Dated: __________ ______________________________
Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Dated: __________ ______________________________
Adam Rose
Manny Starr
Frontier Law Center
Attorney for Plaintiffs

11.20. Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

12. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: ___________ ________________________________
Plaintiff Ike Ceralde

Dated: 08/25/2025 ________________________________
Plaintiff Ambar Barba

DocuSigned by:
Dated: 8/18/2025 Calvin Murry
04F83BA2E1A84A2...
Plaintiff Calvin Murry

Dated: ___________ ________________________________

________________________[name]
For Defendant SP Plus Corporation (n.k.a. SP Plus, LLC)

Dated: ___________ ________________________________
Roman Otkupman
Nidah Farishta
Otkupman Law Firm
Attorney for Plaintiffs

Dated: 08/26/2025 Joseph Lavi
Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Signed by:
Dated: 8/18/2025 Manny Starr
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Adam Rose
Manny Starr
Frontier Law Center
Attorney for Plaintiffs

11.20. Fair Settlement. The Parties, PAGA Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

12. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 08 / 20 / 2025

Plaintiff Ike Ceralde

Dated: __________

Plaintiff Ambar Barba

Dated: __________

Plaintiff Calvin Murry

Dated: __________

__________________________[name]
For Defendant SP Plus Corporation (n.k.a. SP Plus, LLC)

Dated: 08 / 20 / 2025

Roman Otkupman
Nidah Farishta
Otkupman Law Firm
Attorney for Plaintiffs

Dated: __________

Joseph Lavi
Vincent Granberry
Lavi & Ebrahimian, LLP
Attorney for Plaintiffs

Dated: __________

Adam Rose
Manny Starr
Frontier Law Center
Attorney for Plaintiffs

Dated: ___________

____
Larry W. Lee
Kristen Agnew
Diversity Law Group, P.C.
Attorney for Plaintiffs

Dated: 9/5/2025

____
Spencer C. Skeen
Tim L. Johnson
Cameron J. Davila
Ogletree, Deakins, Nash, Smoak & Stewart, P.C
Attorney for Defendants