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FILED
Superior Court of California
County of Los Angeles
06/02/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Morales Deputy

Attorneys for Plaintiffs
EVELYN ESCALANTE and BRIANA McFASHION
individually, and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

EVELYN ESCALANTE, an individual; and
BRIANA McFASHION, an individual, on behalf
of themselves and all others similarly situated,

Plaintiffs,

vs.

SP PLUS CORPORATION, a Delaware
corporation; STANDARD PARKING
CORPORATION IL, a Delaware corporation; SP
PLUS PROPERTY MANAGEMENT, INC., a
Delaware corporation; SP PLUS SECURITY
SERVICES, INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

Defendants.

Case No. BC660410
(Lead Case)

Related: BC666238
Related: BC667294
Related: BC689752
Related: 18STCV05358

[Assigned for all purposes to the
Honorable Amy D. Hogue, Dept. SSC-7]

[PROPOSED] JUDGMENT

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1 The Court finds as follows:

2 A. On December 17, 2021, the Court preliminarily approved the Second Amended Joint
3 Stipulation of Class-PAGA Action Settlement (“Settlement” or “Settlement Agreement”) entered
4 into by and between the Plaintiffs Evelyn Escalante, Briana McFashion, , Gloria A. Cerritos,
5 Frankcelia Payes, Rosa Ortiz, Manuel De Guia, Angelico Cruz, and Domenic Mastro (collectively,
6 “Plaintiffs”) and Defendant SP Plus Corporation (“Defendant”) in the following consolidated
7 actions:

- 8 1. *Escalante et al. v. SP Plus Corporation, et al.*, Los Angeles County Superior Court
9 Case No. BC660410;
- 10 2. *Chavez, et al. v. SP Plus Corporation, et al.*, Los Angeles County Superior Court
11 Case Number BC666238;
- 12 3. *Ortiz, et al. v. Standard Parking Corporation IL, et al.*, Los Angeles County
13 Superior Court Case Number BC667294;
- 14 4. *Cruz v. Standard Parking Corporation, et al.*, Los Angeles County Superior Court
15 Case Number BC689752 (formerly Orange County Superior Court Case No. 30-
16 2017-00926834-CU-OE-CXC);
- 17 5. *Mastro v. SP Plus Corporation, et al.*, Los Angeles County Superior Court Case
18 Number 18STCV05358. (These actions shall be collectively referred to as “the
19 Actions.”)

20 B. The Court granted final approval of the Settlement on May 25, 2022 and found
21 that the Settlement was fair, adequate, and reasonable.

22 C. Solely for purposes of effectuating the Settlement, the Court certified a Class
23 defined as “all current and former non-exempt, hourly paid employees employed by Defendant
24 SP Plus Corporation (“Defendant”) in California, during the Class Period.”

25 C. “Class Period” means March 6, 2015 through December 17, 2021.

26 D. “PAGA Group Members” means all current and former non-exempt, hourly paid
27 employees employed by Defendant in the State of California at any time during the PAGA
28 Period.”

1 E. "PAGA Period" means April 4, 2016 to December 17, 2021.

2 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

3 1. Plaintiffs Evelyn Escalante, Briana McFashion, Gloria A. Cerritos, Frankcelia Payes,
4 Rosa Ortiz, Manuel De Guia, Angelico Cruz, and Domenic Mastro (collectively, "Plaintiffs") shall
5 take nothing from Defendants SP Plus Corporation, Standard Parking Corporation IL, SP Plus
6 Property Management, Inc., and SP Plus Security Services, except as expressly set forth in the
7 parties' Settlement and the Court's Order Granting Motion for Final Approval of Class Action
8 Settlement entered May 25, 2022.

9 2. This Judgment is as to all Actions in the Consolidated Class Action Complaint filed
10 on October 22, 2019.

11 3. Defendant shall provide the Settlement Administrator, ILYM Group, Inc., with the
12 Gross Settlement Amount of \$1,500,691.64 within seven calendar days after the entry of this
13 Judgment. The Gross Settlement Amount does not include the employer's share of payroll taxes,
14 which must be paid separately by Defendant to the Settlement Administrator within seven calendar
15 days after the entry of this Judgment.

16 4. The Settlement Administrator shall disburse the following amounts from the Gross
17 Settlement Amount of \$1,500,691.64:

- 18 a. \$40,000.00 for Class Representative Incentive Awards shall be paid, in the
19 amount of 5,000.00 each, to the named Plaintiffs except Yuliana Chavez, who
20 previously resolved her claims and will not receive an Incentive Award;
- 21 b. \$37,500.00 (75% of the \$50,000.00 PAGA Settlement Amount) shall be paid
22 to the Labor & Workforce Development Agency;
- 23 c. \$47,000.00 shall be paid to ILYM Group, Inc. for settlement administration
24 costs;
- 25 d. Attorneys' fees in the total amount of \$500,230.55 shall be paid as follows:
 - 26 i. 44% to Matern Law Group, PC;
 - 27 ii. 22% to Solouki & Savoy, LLP;
 - 28 iii. 19% to Verum Law Group, APC;

1 iv. 9% to Peter Beck, PC, Alizadeh Employees Law, Prof. Corp., and
2 The Law Office of Robert Skripko, Jr., APC to be split 20%, 40%, and
3 40% respectively; and

4 v. 6% to Rastegar Law Group, APC;

5 e. Reimbursement of \$68,065.23 in litigation costs shall be paid as follows:

6 i. \$35,656.97 to Matern Law Group, PC

7 ii. \$16,391.21 to Solouki & Savoy, LLP;

8 iii. \$4,650.40 to Rastegar Law Group, APC;

9 iv. \$5,293.68 to Verum Law Group, APC;

10 v. \$2,751.67 to Law Office of Robert W. Skripko, Jr., PC;

11 vi. \$2,024.00 to Peter Beck, PC;

12 vii. \$1,297.30 to Alizadeh Employees Law, Prof. Corp.

13 f. The remaining amount (“Net Settlement Amount”) will be distributed to
14 Participating Class Members and PAGA Group Members as set forth in the
15 Settlement Agreement.

16 5. All Individual Settlement Payment checks shall be negotiable for 180 days from
17 the date they are issued. The Settlement Administrator shall distribute the funds, including
18 accrued interest, from any uncashed checks to the California State Controller’s Office
19 Unclaimed Property Fund in the name of the Class Member or PAGA Group Member.

20 **6. Releases of Class Claims by Plaintiffs and Participating Class Members:**

21 Upon the Settlement Administrator’s receipt of the Gross Settlement Amount and the
22 employer’s portion of payroll taxes, and after the Effective Date, Plaintiffs and all participating
23 Class Members will be deemed to have released the Released Parties of and from all of the
24 Released Class Claims during the Class Period, excluding the Released PAGA Claims. The
25 Released Class Claims include all claims which Plaintiffs, the Class, and/or any Class Member
26 had, or may claim to have, against any of the Released Parties, that were alleged or could have
27 been alleged arising out of the facts, circumstances, and primary rights at issue in the Complaint
28 during the Class Period, including: (1) unpaid wages, including minimum and overtime wages;

1 (2) failure to provide meal periods and claims regarding meal period premium pay; (3) failure to
2 provide rest periods and claims regarding rest period premium pay; (4) failure to provide
3 accurate wage statements; (5) failure to maintain required records; (6) failure to reimburse
4 expenses; (7) conversion; (8) failure to timely pay wages or compensation upon termination and
5 during employment; (9) claims for violation of California Business and Professions Code
6 §§ 17200, et seq.; and (10) violation of California’s Wage Theft Prevention Act. The Released
7 Class Claims do not include the California WARN Act (Labor Code §§1400-1408) or any
8 derivative PAGA penalties pursuant to Labor Code §2699, et seq. based upon an alleged
9 underlying violation of Labor Code §§1400-1408. “Released Parties” means Defendant and all
10 of its past and present owners, officers, directors, shareholders, employees, agents, assigns,
11 attorneys, insurers, brands and concepts, parent companies, subsidiaries, and affiliates, and their
12 respective predecessors, successors, assigns, and any individual or entity that could be jointly
13 liable with Defendant, without limitation.

14 **7. Release of PAGA Claims by Plaintiffs and the LWDA:**

15 Upon the Settlement Administrator’s receipt of the Gross Settlement Amount and the
16 employer’s portion of payroll taxes, and after the Effective Date, Plaintiffs and the LWDA only will
17 be deemed to have released the Released Parties of and from all of the Released PAGA Claims during
18 the PAGA Period. However, PAGA Group Members will all be bound by the settlement, judgment,
19 and order entered by the Court as to the Released PAGA Claims, regardless of whether the PAGA
20 Group Member submits a valid Opt-Out to the settlement.

21 **8. Release of Claims by Plaintiffs:**

22 In addition to the above releases, Plaintiffs will waive all rights under California Civil Code
23 section 1542, which includes a release of all known and unknown claims against the Released Parties
24 that have been alleged or could have been alleged arising out of the facts, circumstances, causes of
25 action, and primary rights alleged in the Action. Civil Code section 1542 provides:

26 A general release does not extend to claims that the creditor or
27 releasing party does not know or suspect to exist in his or her favor
28 at the time of executing the release and that, if known by him or her,

1 would have materially affected his or her settlement with the debtor
2 or released party.

3 9. Forty-seven (48) Class Members have requested to be excluded from the
4 Settlement. Their names are as follows:

5 Kenneth S. Im-Penn

6 Kwok Chu

7 Joy C. Riddle

8 Laarni C. Santos

9 Yousef A. Bassal

10 Berhanu S. Keflu

11 Mohamed B. Ganda

12 Ottoniel Mejia

13 Salima B. Ganda

14 Sarah H. Huda

15 Griselda Acevedo

16 Brianna R. Warren

17 Cassim S. Mapara

18 Hailu Mekonnen

19 Lolita Pena Cruz

20 Ong Arge Eauarmorn

21 Serkalem Taye

22 Thomas B. Woodward

23 Vorawite Prartnadi

24 James Quinn Jr

25 Leandro Acosta

26 Monica D. Ramirez

27 Salvador A. Florez Ramirez

28 Indar D. Singh

- 1 Masresha B. Gebreegziabher
- 2 Romulo E. De Leon
- 3 Abera Jembere
- 4 Belele B. Argaw
- 5 Jacqueline O. Fleming
- 6 Mario R. Sur
- 7 Shahram Shaheenazar
- 8 Nelson A. Figueroa
- 9 Nick Sandoval
- 10 Deondra J. Dubrey
- 11 Luis A. Rubio Franco
- 12 Gilberto Gazga
- 13 Isaias R. Molina
- 14 Sarah H. Michael
- 15 Daniel Alfaro
- 16 Karwone L. Thomas
- 17 Eryn V. Brescia
- 18 Abdulalim Said
- 19 Sergio V. Bernal
- 20 Maria B. Castilleja
- 21 David L. Kelley
- 22 Nasser A. Ibrahim
- 23 Moosa Munnee

24 10. The above-listed Class Members are not bound by the Settlement Agreement, the
25 Order Granting Motion for Final Approval of Class Action Settlement, or this Judgment except
26 that if the Class Member is also a PAGA Group Member, the Class Member will be bound by the
27 settlement, Judgment, and order entered by the Court as to the Released PAGA Claims, and will
28 receive a PAGA Payment.

1 11. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains
2 jurisdiction over the parties, all matters arising out of, or related to the Action, the Settlement, its
3 administration and consummation, and the determination of all controversies relating thereto, to
4 enforce the Settlement and the terms of this Judgment.

5 12. The Settlement Administrator shall post the Judgment on the Settlement
6 Administrator's website within seven (7) calendar days after entry of Judgment. The Settlement
7 Administrator shall post a copy of the signed Judgment for one hundred eighty (180) calendar
8 days on its website in compliance with Rule 3.771(b) of the California Rules of Court in order to
9 provide notice to the Class Members of this Judgment.

10 13. This Judgment is a final disposition of the Actions in their entirety.

11 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED.**



Amy D. Hogue

12
13 DATED: 06/02/2022

Amy D. Hogue / Judge
HON. AMY D. HOGUE
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 ***Escalante, et al v. SP Plus Corporation, et al., LASC Case No. BC660410***

3 **Related Cases: *Chavez, et al. v. SP Plus Corporation, et al., LASC Case No. BC666238***

4 ***Ortiz, et al. v. Stanard Parking IL, LASC Case No. BC667294***

5 ***Cruz v. Standard Parking Corporation, LASC Case No. BC689752***

6 ***Mastro v. SP Plus Corporation, LASC Case No. 18STCV05358***

7 I am employed in the County of Los Angeles, State of California. I am over the age of 18
8 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200,
9 Manhattan Beach, California 90266.

10 On May 31, 2022, I served the following document or documents:

11 **[PROPOSED] JUDGMENT**

12 **By electronic service.** Based upon a court order authorizing electronic service, I caused a
13 true and correct copy of the document(s) to be electronically served on counsel of record
14 listed below by transmission to Case Anywhere LLC.

<p>12 Spencer C. Skeen, Esq. 13 Tim L. Johnson, Esq. 14 Jesse Ferrantella, Esq. 15 Nikolas T. Djordjevski, Esq. 16 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C. 17 4370 La Jolla Village Drive, Suite 990 18 San Diego, California, 92122 19 Telephone: 858-652-3100 20 Facsimile: 858-652-3101 21 Email: spencer.skeen@ogletree.com 22 tim.johnson@ogletree.com 23 jesse.ferrantella@ogletree.com 24 nikolas.djordjevski@ogletree.com</p>	<p>Attorneys for Defendants SP PLUS CORPORATION, STANDARD PARKING CORPORATION IL, SP PLUS PROPERTY MANAGEMENT, INC., and SP PLUS SECURITY SERVICES, INC.</p>
<p>20 Sam Kim, Esq. 21 Yoonis Han, Esq. 22 VERUM LAW GROUP, APC 23 841 Apollo Street, Suite 340 24 El Segundo, California 90245 25 Telephone: 9424) 320-2000 26 Facsimile: (424) 221-5010 27 Email: skim@verumlg.com 28 yhan@verumlg.com</p>	<p>Attorneys for Plaintiffs YULIANA CHAVEZ, GLORIA A. CERRITOS, and FRANKCELIA PAYES</p>

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<p>1 Robert Skripko, Jr., Esq. LAW OFFICE OF ROBERT W. SKRIPKO, JR., APLC 2 38 Corporate Park 3 Irvine, CA 92606 4 Phone: (949) 476-2000 5 Facsimile: (949) 476-2007 6 Email: rwskipko@skripkolaw.com</p>	<p>Attorneys for Plaintiffs ROSA ORTIZ</p>
<p>6 Farzad Rastegar, Esq. 7 Douglas Perlman, Esq. RASTEGAR LAW GROUP, APC 8 22760 Hawthorne Boulevard, Suite 200 9 Torrance, CA 90505 10 Phone: (310) 961-9600 11 Facsimile: (310) 961-9094 12 Email: farzad@rastegarlawgroup.com 13 douglas@rastegarlawgroup.com</p>	<p>Attorneys for Plaintiff ANGELICO CRUZ</p>
<p>11 Shoham J. Solouki, Esq. 12 Grant Jospeh Savoy, Esq. SOLOUKI & SAVOY, LLP 13 316 W. 2nd Street, Suite 1200 14 Los Angeles, California 90012 15 Telephone: (213) 814-4940 16 Email: shoham@soloukisavoy.com 17 grant@soloukisavoy.com</p>	<p>Attorneys for Plaintiff DOMENIC MASTRO</p>
<p>16 Arash N. Alizadeh, SBN 302290 ALIZADEH EMPLOYEES LAW, PROF. CORP. 17 7545 Irvine Center Drive, Suite 200 18 Irvine, California 92618 19 Telephone: (949) 606-2845 20 Facsimile: (949) 264-9345 21 Email: aalizadeh@lawyerforemployees.com</p>	<p>Attorneys for Plaintiffs ROSA ORTIZ and MANUEL DE GUIA</p>

21 I declare under penalty of perjury under the laws of the State of California that the
22 foregoing is true and correct. Executed on May 31, 2022 at Manhattan Beach, California.

23 

24 _____
Hannah Ahn