

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE19022989 DIVISION 13 JUDGE Michael Robinson

Jennifer Orsi

Plaintiff(s) / Petitioner(s)

v.

SP Plus Corporation, et al

Defendant(s) / Respondent(s)

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**FINAL ORDER AND JUDGMENT APPROVING CLASS ACTION SETTLEMENT
AND DISMISSING CLASS ACTION CLAIMS WITH PREJUDICE**

Pursuant to Florida Rule of Civil Procedure 1.220, this cause came before the Court on October 7, 2021, for a duly noticed Fairness and Final Approval Hearing. The Court, having considered the record and the arguments of counsel, and being otherwise advised in the premises, hereby finds as follows:

WHEREAS, the class representative, Jennifer Orsi (hereinafter "Plaintiff" and/or "Class Representative") and Defendants, SP Plus Corporation, HUB Parking Technology USA, Inc., and Broward County, Florida (hereinafter "Defendants") have entered into a class action settlement agreement filed with this Court (hereinafter the "Settlement Agreement", a copy of which is attached), together with related documents; and

WHEREAS, on June 3, 2021, the Court entered an Order Certifying Settlement Class and Preliminarily Approving of Class Action Settlement and Notice of Fairness Hearing (hereinafter the "Order of Preliminary Approval"), certifying the Class in this action for settlement purposes; preliminarily approving the proposed settlement; ordering notice to potential class members; appointing an independent Settlement Administrator, providing those persons with an opportunity either to exclude themselves from the Settlement Class or to object to the proposed settlement; and scheduling a hearing to address final approval of the settlement (the "Fairness Hearing"); and

WHEREAS, the Court held the duly-noticed Fairness Hearing on October 7, 2021, to determine whether to finally approve the proposed Settlement Agreement; and

WHEREAS, the parties and the Settlement Administrator have complied with the Order of Preliminary Approval, and the Court finds that the Settlement Agreement is fair, adequate, and

reasonable, and that it should be finally approved;

NOW THEREFORE, based on the submissions of the parties, any objections, any testimony adduced at the Fairness Hearing, the pleadings on file, and the argument of counsel, the Court hereby finds, and it is hereby ORDERED, ADJUDGED, AND DECREED, as follows:

1. **Incorporation of the Settlement Agreement.** Except where otherwise noted, all terms, conditions, defined terms, and agreements contained in the Settlement Agreement are incorporated herein by reference and all capitalized terms used in this Final Order and Judgment shall have the meanings set forth in the Settlement Agreement.
2. **Jurisdiction.** The Court has personal jurisdiction over all Settlement Class Members and has subject matter jurisdiction over the Action, including, without limitation, jurisdiction to approve the proposed Settlement Agreement; to certify the Class for settlement purposes; to approve the settlement, release, and covenant not to sue with respect to all claims arising out of or relating to the printing of information on a credit or debit card receipt at the Fort Lauderdale-Hollywood International Airport (the "Airport"), all claims arising out of or relating to the Action or the Federal Action or any fact alleged in any pleading in the Action or the Federal Action, and all claims not otherwise covered based on any statute or common law theory for damages or equitable relief against any Releasee with respect to parking or privacy; and to dismiss the claims in this Action on the merits and with prejudice. The Plaintiff has standing to maintain the claims in this Action and to serve as the Class representative in this action.
3. **Final Class Certification.** The Class that this Court previously certified in its Order of Preliminary Approval is hereby finally certified for settlement purposes under Florida Rule of Civil Procedure 1.220(b)(3). The Court adopts and incorporates its class certification findings as set forth in its Order of Preliminary Approval. This "Settlement Class" consists of:

All persons who purchased parking from Broward County at the Airport, at any time during the Class Period, and who paid by using a personal credit or debit card (not a business credit or debit card) at a location that printed customer receipts containing the expiration date or more than the last five digits of such credit or debit card number.

Excluded from the Settlement Class are any attorneys who are members of or employed by Class Counsel or Defendants' Counsel, any employees of HUB Parking or SP Plus, the Judge to whom this Action is assigned, and any other member of the Judge's staff and immediate

family.

4. Adequacy of Representation. The Court finds that Jordan A. Shaw and Edward H. Zebersky from Zebersky Payne Shaw Lewenz, J. Dennis Card from Consumer Law Organization, and Christopher W. Legg from Christopher W. Legg, P.A. (“Class Counsel”) and the Class Representative have fully and adequately represented the Settlement Class for purposes of entering into and implementing the settlement and have satisfied the requirements of Florida Rule of Civil Procedure 1.220.

5. Class Notice.

- i. The Court finds that the content and distribution of the Notice of Proposed Class Action Settlement and Fairness Hearing (hereinafter the “Class Notice”), in accordance with the terms of the Settlement Agreement and this Court’s Order of Preliminary Approval, and as explained in the declarations filed at or before the Fairness Hearing:
 - a. constituted the best practicable notice to Settlement Class members under the circumstances of this Action;
 - b. was reasonably calculated, under the circumstances, to apprise Settlement Class members of: (i) the pendency of this class action; (ii) their right to exclude themselves from the Settlement Class and the proposed settlement; (iii) their right to object to any aspect of the proposed settlement (including without limitation final certification of the Settlement Class, the fairness, reasonableness, or adequacy of the proposed settlement, the adequacy of the Settlement Class’s representation by the Class representative and Class Counsel, the award of attorneys’ fees and expenses to Class Counsel and the award of an incentive payments to the named Class representative); (iv) their right to appear at the Fairness Hearing (either on their own or through counsel hired at their own expense) if they did not exclude themselves from the Settlement Class; and (v) the binding effect of the orders and Final Order and Judgment in this action, whether favorable or unfavorable, on all persons or entities who do not request exclusion from the Settlement Class;

c. was reasonable and constituted due, adequate, and sufficient notice to all persons or entities entitled to be provided with notice; and

d. fully satisfied the requirements of the United States Constitution, the Florida Constitution, the Florida Rules of Civil Procedure, and any other applicable rules or law.

ii. The Court accepts into evidence the Affidavit of the Settlement Administrator, Steven Weisbrot of Angeion Group (hereinafter "Administrator Affidavit"). The Administrator Affidavit indicates that persons who were potential Class members were provided adequate notice of the settlement and the Court finds that such notice was provided to Settlement Class Members in compliance with Rule 1.220, due process, and the Order of Preliminary Approval.

6. **Opt-Outs.** The Court finds that there were no timely requests for exclusion ("opt-outs") from the Class and holds that that all Class members are therefore bound by this Final Order and Judgment.

7. **Final Settlement Approval.**

i. The terms and provisions of the Settlement Agreement, including all amendments and exhibits, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, the Class representative and the Settlement Class members, and in full compliance with all applicable requirements of the Florida Rules of Civil Procedure, and any other applicable rules or law. The Court finds that the settlement was consummated after a lengthy in-person mediation session conducted by Rodney Max, who is highly experienced in complex and class litigation, as well as subsequent negotiations between the parties and multiple follow up sessions with Mr. Max. With respect to the specific relief afforded to the Settlement Class, the Court finds as follows:

ii. The relief offered to the Settlement Class members, which is greater than the cost of a full day of parking at the Airport, is more than adequate. If any Settlement Class member was dissatisfied with the amount offered, he or she had the ability to opt out. No Settlement Class members opted out.

8. **Objections.** There have been no timely filed objections.
9. **Binding Effect.** The terms of the Settlement Agreement and of this Final Order and Judgment shall be forever binding on Class representative and all other Settlement Class members, as well as their past, present, and future spouses, domestic partners, children, predecessors, successors, and assigns, and the past, present, and future administrators, agents, beneficiaries, executors, fiduciaries, heirs, representatives, trustees, and attorneys of each of them and those, and such terms shall have *res judicata* and full preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons or entities, to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this Action or are otherwise encompassed by the release described in the next paragraph of this Final Order and Judgment.
10. **Release.** Upon entry of this Final Order and Judgment, the Release and Covenant Not To Sue in Section IX of the Settlement Agreement shall become fully valid and binding according to its terms and this Final Order and Judgment.
11. **Bar to Asserting Claims.** Upon entry of this Final Order and Judgment, the Class representative and all Settlement Class members who have not been recognized by the Court as validly excluded from the Settlement Class, whether or not they returned a Claim Form within the time and in the manner provided for and whether or not they acknowledged receipt of Class Notice, shall be and hereby are permanently enjoined from the commencement or prosecution of any claim covered by the Settlement Agreement or this settlement.

Non-Monetary Terms.

12. To the extent not otherwise barred from doing so, all Settlement Class members who have not been recognized by the Court as validly excluded from the Settlement Class are hereby permanently barred and enjoined from: (i) filing, commencing, prosecuting, continuing to prosecute, maintaining, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding or order in any jurisdiction based on or relating to the claims

and causes of action, or the facts and circumstances relating thereto, in the Action or the Released Claims; (ii) organizing or soliciting the participation of any Settlement Class Members in a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit or other proceeding based on the claims released in the Settlement Agreement or this settlement; and (iii) assigning any such claims to any other person. The Court finds that issuance of the permanent injunctions in this Final Order and Judgment is necessary and appropriate in aid of the Court's jurisdiction over the Action and to protect and effectuate the Court's Final Order and Judgment.

13. **Enforcement of Settlement.** Nothing in this Final Order and Judgment or any order entered in connection with it shall preclude any action to enforce the terms of this Final Order and Judgment or the Settlement Agreement.
14. **Attorneys' Fees and Expenses.** The Court has reviewed the affidavits, motions, and credentials of Class Counsel. The Court finds that Class Counsel's hourly rates and attorneys' fees are reasonable in light of the time and cost expended, and the sophistication and extent of the litigation. Class Counsel are hereby awarded a total collective payment of attorneys' fees and expenses in the amount of one million and one hundred thousand dollars (\$1,100,000.00). Defendants shall also continue to pay all costs of class administration as provided for in the Settlement Agreement. Defendants shall fulfill their payment obligation according to the terms set forth in the Settlement Agreement or as otherwise agreed by Class Counsel and Defendants.
15. **Incentive Awards.** Plaintiff, as the Class representative, is hereby awarded a total sum of Seven Thousand Dollars (\$7,000.00), as compensation for her time and effort in connection with the litigation of this matter. Defendants shall fulfill their payment obligation according to the terms set forth in the Settlement Agreement or as otherwise agreed by Class Counsel and Defendants.
16. **No Other Payments.** Paragraphs 14 and 15 of this Final Order and Judgment shall be Defendants' sole obligation for any and all claims for attorneys' fees and expenses, costs or disbursements incurred by Class Counsel or any other counsel representing Plaintiff, the Class representative, or any Settlement Class member, or incurred by the Class representative or the Settlement Class

- Members, or any of them, in connection with or related in any manner to the Action, the settlement of the Action, inclusion or exclusion from the Settlement Class, the administration of the settlement, or any other matter or claim released by the Settlement Agreement or this Final Order and Judgment.
17. **No Admissions.** Neither this Final Order and Judgment, nor the Settlement Agreement (nor any other document referred to in it, nor any action taken to negotiate, effectuate and implement the Settlement Agreement) is, may be construed as, or may be used as an admission or concession by or against any party to the Settlement Agreement as to the validity or invalidity of any claim or defense, or of any actual or potential fault or liability, or of any lack of fault or liability. Additionally, neither the Settlement Agreement nor any negotiations, actions, or proceedings related to it shall be offered or received in evidence in any action or proceeding against any party to the Settlement Agreement in any court, administrative agency or other tribunal for any purpose whatsoever, except to enforce the provisions of this Final Order and Judgment and the Settlement Agreement; provided, however, that this Final Order and Judgment and the Settlement Agreement may be filed and used in any action, arbitration, or other proceeding against or by any Defendant to support a defense of *res judicata*, collateral estoppel, release, waiver, good-faith settlement, judgment bar or reduction, full faith and credit, or any other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.
18. **No Representations Regarding Taxes.** The Court finds that the parties and their counsel have expressed no opinions concerning the tax consequences of the settlement to Settlement Class members and have made no representations, warranties, or other assurances regarding any such consequences. No opinions, representations, warranties, or other assurances shall be deemed to have been made by the parties or their counsel with respect to any tax consequences by virtue of the Settlement Agreement or by effectuating the settlement, and the parties and their counsel shall not be responsible or liable for any tax consequences that may occur.
19. **Discovery.** The confidentiality provisions of the Court's Order of Preliminary Approval shall remain in force. No discovery with regard to the Settlement Agreement or the proposed settlement and its administration shall be permitted by any Settlement Class member or other person, other than as may be directed

- by this Court upon a proper showing seeking such discovery by motion properly filed with this Court noticed and served in accordance with the governing rules of procedure,
20. **Dismissal of Claims.** The Action and all claims asserted in the Action, including all of the individual and class claims alleged in it and those identified in the Release and Covenant Not To Sue in Section IX of the Settlement Agreement, are hereby dismissed as against Defendants on the merits and with prejudice, without fees or costs to any party except as specifically provided in the Settlement Agreement and in this Final Order and Judgment.
 21. **Completion of Settlement Terms.** The parties and Settlement Class members are directed to implement and consummate the Settlement Agreement according to its terms and provisions
 22. **Retention of Jurisdiction.** Without affecting the finality of this Final Order and Judgment, the Court shall have exclusive and continuing jurisdiction with respect to all parties, including all Settlement Class members, over the implementation, interpretation, execution, and enforcement of the Settlement Agreement, including the amount of payment to each Settlement Class member who timely submits a valid claim as set forth in the Class Notice; any orders and this Final Order and Judgment entered by the Court; any questions regarding membership or exclusion from the Settlement Class; and the performance of, or the policies and procedures described in, this Final Order and Judgment.

DONE and **ORDERED** in Chambers, at Broward County, Florida on 10-15-2021.

CACE19022989 10-15-2021 8:09 AM

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Hon. Michael Robinson

CIRCUIT JUDGE

Electronically Signed by Michael Robinson

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