
COURT OF THE SEVENTEENTH JUDICIAL CIRCUIT
IN AND FOR BROWARD COUNTY, FLORIDA

IF YOU PARKED IN THE ON-SITE PARKING GARAGES AT THE FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT ANY DAY FROM AND INCLUDING JUNE 28, 2018 TO AND INCLUDING OCTOBER 31, 2018, OR ANY DAY FROM AND INCLUDING APRIL 5, 2019 TO AND INCLUDING APRIL 22, 2019, YOUR RIGHTS MAY BE AFFECTED AND YOU MAY BE ELIGIBLE TO RECEIVE A CASH PAYMENT IN A CLASS ACTION SETTLEMENT

A Florida court authorized this notice. This is not a solicitation from a lawyer.

- A proposed nationwide settlement has been reached in a class action lawsuit involving personal debit or credit card receipts received at certain times and places for parking at the Fort Lauderdale-Hollywood International Airport. The settlement resolves litigation over whether certain Defendants allegedly violated a federal law concerning what can be printed on such receipts. The Court has not decided who is right in this lawsuit. The Defendants deny the lawsuit's allegations.
- You may be eligible to participate in the proposed settlement. If you are, you could receive \$50.
- You can only be eligible if you used a *personal* debit or credit or debit card to purchase parking.
- You can only be eligible if you parked at the specified locations during certain specific dates—from and including *June 28, 2018 to and including October 31, 2018*, or from and including *April 5, 2019 to and including April 22, 2019*.
- You do *not* have to have a copy of your parking receipt to be eligible.
- You *must* file a claim form to be eligible to receive a payment in the settlement.
- Your legal rights are affected whether you act or do not act. **Read this notice carefully.**

YOUR LEGAL RIGHTS AND OPTIONS	
SUBMIT A CLAIM FORM BY NOVEMBER 8, 2021	This is the only way to get a payment. If you submit a claim form, you will give up the right to sue the Defendants about the claims this settlement resolves.
EXCLUDE YOURSELF BY SEPTEMBER 1, 2021	If you exclude yourself (or “opt out”) you cannot get a payment from the settlement. This is the only option that allows you to ever be a part of any other lawsuit against the Defendants about the claims in this case.
OBJECT BY AUGUST 17, 2021	If you do not exclude yourself from the settlement, you may object to it by writing to the Court, explaining your position, and including all evidence that you think supports your position.
GO TO A HEARING ON OCTOBER 7, 2021	You can attend a hearing about the fairness of the settlement. If you have made a written objection, you can ask the Court for permission to speak about it.
DO NOTHING	If you do nothing, you cannot get a payment. You will give up rights to ever sue the Defendants about the legal claims in this case.

- Your rights and options—**and the deadlines to exercise them**—are explained in this notice. The deadlines may be moved, canceled, or modified, so please check the settlement website at www.FLLParkingSettlement.com regularly for updates and further details.

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BASIC INFORMATION

1. Why is there a notice?

You have a right to know about a proposed settlement of a class action lawsuit, and about your options, before a court decides whether to approve the settlement. The court in charge of this case is the Circuit Court for the Seventeenth Judicial District in and for Broward County, Florida (the “Court”). The case is called *Orsi v. SP Plus Corp., et al.*, Case No. CACE19-22989. The individual who sued the Defendants is called the “Plaintiff” or the “Class Representative”. The entities he sued, SP Plus Corporation, HUB Parking Technology USA, Inc., and Broward County, Florida, are called the “Defendants”.

2. What is this lawsuit about?

The lawsuit alleges that Defendants violated a federal law that prohibits printing certain digits (or expiration dates) from personal debit or credit cards on customer copies of receipts for purchases. Defendants allegedly did this during certain time periods at certain parking locations at the Fort Lauderdale-Hollywood International Airport (the “Airport”). Each of the Defendants denies any wrongdoing of any kind whatsoever. Each of them also denies any liability to Plaintiff or any of the other customers whom the Court has decided the Plaintiff can represent.

3. Why is this case a class action?

In a class action, one or more people, such as the Plaintiff here, can sue on behalf of people who have similar claims. If the Court agrees, those other people become a class. Members of a class seeking damages can, however, choose to exclude themselves from the class if they want. The customers like the Plaintiff who the Court has decided have claims similar enough for settlement in this case are called the “Class”.

4. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or the Defendant and the Defendants are not admitting that they did anything wrong. But both sides want to avoid the cost of further litigation. Plaintiff and his attorneys think that this settlement is best for everyone who is affected. They have therefore entered into a detailed written agreement (the “Settlement Agreement”) which provides an opportunity for members of the Class to receive settlement benefits.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know whether I am a member of the Class and can be part of the settlement?

The Class includes all persons in the United States who purchased parking from Broward County at the Airport, at any time during the Class Period, and who paid by using a personal debit or credit card (not a business debit or credit card) at a location that printed customer receipts containing the expiration date or more than the last five digits of such debit or credit card number. The Class does not include not include any of the attorneys who are members of or employed by counsel for

the Plaintiff or counsel for the Defendants. It also does not include any employees of Defendants SP Plus Corporation or HUB Parking Technologies USA, Inc., the judge to whom this case is assigned, or any member of the judge's staff and immediate family.

6. What if I am still not sure whether I am included in the settlement?

If you are not sure whether you are a member of the Class, or if you have any other questions about the settlement, you should visit the settlement website, www.FLLParkingSettlement.com, or call toll-free to 1-833-990-2909. If you want to read the Settlement Agreement, a copy of it is available on the settlement website.

SETTLEMENT BENEFITS—WHAT YOU GET IF YOU QUALIFY

7. What does the settlement provide?

The settlement will pay \$50 to each qualifying Class member who submits a timely, complete, and valid claim form. It will also pay all costs of notice and administration of the settlement, plus an incentive fee to the named Plaintiff for serving as the Class representative in an amount set by the Court. The amount of the incentive fee will not be more than \$7,000. Finally, the settlement will pay the attorneys for Plaintiff and the Class an amount of attorneys' fees and costs to be set by the Court. That amount will not be more than \$1,100,000.

8. What can I get from the settlement?

If you qualify and submit a timely, complete, and valid claim form by the deadline, you can get a cash payment of \$50.

9. What am I giving up to stay in the class?

Unless you exclude yourself from the settlement and the Class, you cannot sue the Defendants or any of the Releasees identified in the Settlement Agreement, or continue to sue, or be part of any other lawsuit against, the Defendant or any of those Releasees with respect to the claims that this settlement resolves. It also means that all of the decisions by the Court will bind you. The legal claims that you give up if you stay in the Class are as follows:

- A. Each Class member shall, upon entry of the Final Approval Order, be deemed, on behalf of himself or herself and his or her 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, to have waived, discharged, released, and agreed not to sue any Releasee from and with respect to any and all actions, causes of action, obligations, liabilities, claims, or demands, known or unknown, contingent or otherwise, and whether specifically mentioned or not, regardless of when they accrued, through and including the Effective Date, which any of them have, may have, or could assert on behalf of any

person against any Releasee arising out of or relating to the printing of information on a credit or debit card receipt.

- B. This release and covenant not to sue shall be deemed to include, to the fullest extent permitted by law:
1. All claims arising out of or relating to the Action or the Federal Action;
 2. All claims arising out of or relating to any fact alleged in any pleading in the Action or the Federal Action; and
 3. All claims not otherwise covered that are based on any statute or common law theory under which Plaintiff would be entitled to claim damages or equitable relief against any Releasee with respect to parking or privacy.
- C. This release and covenant not to sue shall be deemed effective as a bar to each and every matter it purports to release and, should any suit or proceeding be instituted with respect to any of the matters it purports to release, this Agreement shall be deemed a full and complete accord, satisfaction, and settlement of any such matter and a sufficient basis for immediate dismissal of such suit or proceeding, except as to obligations created by this Agreement.
- D. This release and covenant not to sue shall apply to all unknown or unanticipated results of the matters alleged in or arising out of or related to the Action or the Federal Action, as well as those known and anticipated, and knowingly waives any and all rights and protections under California Civil Code Section 1542, which provides that “A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him must have materially affected his or her settlement with the debtor”, and any and all similar provision(s) of any other law(s).

The “Federal Action” is defined in the Settlement Agreement means the parallel federal action by Plaintiff against Defendants, as originally filed and as amended, under docket number 18-cv-62589-PMH in the United States District Court for the Southern District of Florida.

The “Releasees” are defined in the Settlement Agreement to mean Broward County, Florida, Hub Parking Technology USA, Inc., SP Plus Corporation, and all of their respective parents, affiliates, subsidiaries, divisions, partners, co-venturers, agencies, authorities, or subdivisions; the predecessors, successors, and assigns of any of them; and the shareholders, officers, directors, employees, agents, and attorneys of any of them or those.

If you want to read the full Settlement Agreement, a copy of it is available on the settlement website at www.FLLParkingSettlement.com.

HOW TO GET A PAYMENT--SUBMITTING A CLAIM FORM

10. How can I get a payment in the settlement?

To be eligible to receive a payment in the settlement, you must submit a timely complete, and valid claim form. You can obtain a claim form online at the settlement website, www.FLLParkingSettlement.com or write to the settlement administrator by mail or by e-mail as follows:

BY MAIL	Fort Lauderdale Airport Parking Settlement Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, Pennsylvania 19103
BY E-MAIL	info@FLLParkingSettlement.com

Once you have obtained a claim form, please read its instructions carefully, fill it out completely, and mail it postmarked no later than **November 8, 2021** to: Fort Lauderdale Airport Parking Settlement, Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, Pennsylvania 19103.

If you do not submit a complete and valid claim form by the deadline, you cannot receive a payment. Any information you provide may be submitted to the Court or any federal or state agency that has a right to see it.

11. When will I get my payment?

Payments will be mailed to Class members who send in timely, complete, and valid claim forms after the Court grants “final approval” to the settlement and after any and all appeals are resolved. Even if the Court approves the settlement after a hearing on **October 7, 2021**, there may be appeals. It is always uncertain whether appeals can be resolved, and resolving them can take time.

12. What if my name or address changes after I submit a Claim Form?

If your name or address needs to be corrected after you submit a claim form, you must send a letter to the settlement administrator at Fort Lauderdale Airport Parking Settlement, Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, Pennsylvania 19103.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want the opportunity to receive payment in the settlement, and you want to keep the right to sue or continue to sue the Defendants on your own about the legal issues in this case, then you must take steps to get out. This is called excluding or “opting out” of the settlement and the Class.

13. How do I get out of the Settlement?

To exclude yourself (opt out) of the settlement and the Class you must send the settlement administrator a written request, by United State Mail or courier delivery service for delivery no later than **September 1, 2021**, that includes the following:

- Your full name and address;
- The full debit or credit card number you used to purchase parking at the Airport during the Class period;
- The name of the case (*Orsi v. SP Plus Corp.*, et al., Case No. CACE19-22989);
- A clear statement that you want to be excluded from the settlement and the Class; and
- Your signature.

The address of the settlement administrator for this purpose is:

Exclusion Requests
Fort Lauderdale Airport Parking
Settlement Administrator
P.O. Box 58220
Philadelphia, PA 19102

If you do not include the required information or submit your request for exclusion on time, you will remain a Class member and will not be able to sue the Defendants about the claims that this settlement resolves.

You must also send a copy of your exclusion request, for delivery no later than **September 1, 2021**, to the Court at:

Orsi v. SP Plus Corp., et al., Case No. CACE19-22989
Central Courthouse
Judicial Complex, West Building
(Circuit Civil)
201 S.E. 6th Street
Fort Lauderdale, Florida 33301

14. If I don't exclude myself, can I sue a Defendant for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Defendants for any of the claims that this settlement resolves. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately. You must exclude yourself from this settlement and the Class to continue your own lawsuit.

15. If I exclude myself, can I still get a payment in the settlement?

No. You will not get any money in the settlement if you exclude yourself. If you exclude yourself from the settlement, do not send in a claim form asking for benefits.

OBJECTING TO THE SETTLEMENT

16. How can I tell the Court if I do not like the settlement?

If you are a Class member, you can object to the settlement, any request for attorneys' fees and expenses by Class counsel, and any request for an incentive award to the Class representative. To object, you must write a letter that includes the following:

- Your name, address, telephone number, and e-mail address;
- The name, address, e-mail address, and telephone number of your lawyer, if you have one;
- The name of the case (*Orsi v. SP Plus Corp.*, et al., Case No. CACE19-22989);
- The specific reasons you object to the settlement, accompanied by any legal support for your objection and all evidence or other information you wish to introduce in support of the objection;
- A statement of whether you intend to appear at the final hearing, either with or without an attorney;
- A statement of your membership in the Settlement Class, including all information required by the claim form; and
- Your signature and, if you have one, your lawyer's signature.

Your objection, along with any supporting material you wish to submit, **must be filed with the Court**, with a copy delivered to class counsel and each of Defendants' counsel no later than **August 17, 2021** at the following addresses:

COURT	CLASS COUNSEL
<p>Orsi v. SP Plus Corp., et al., Case No. CACE19-22989 Central Courthouse Judicial Complex, West Building (Circuit Civil) 201 S.E. 6th Street Fort Lauderdale, Florida 33301</p>	<p>ZEBERSKY PAYNE SHAW LEWENZ, LLP Edward Herbert Zebersky Jordan A. Shaw Mark S. Fistos 110 S.E. 6th Street, Suite 2900 Fort Lauderdale, Florida 33301 mfistos@zpllp.com Telephone: (954) 933-5083 Facsimile: (954) 989-7781</p> <p>CONSUMER LAW ORGANIZATION, P.A. J. Dennis Card, Jr. 721 U.S. Highway 1, Suite 201 North Palm Beach, Florida 33408 dennis@cloorg.com Telephone: (561) 822-3446 Facsimile: (305) 574-0132</p> <p>CHRISTOPHER W. LEGG, P.A. Christopher W. Legg 499 E. Palmetto Park Road, Suite 228 Boca Raton, Florida 33432 chris@theconsumerlawyers.com Telephone: (954) 962-2333</p>

SP PLUS CORP. COUNSEL	BROWARD COUNTY COUNSEL
<p>DYKEMA GOSSETT PLLC Steven H. Gistenson 10 South Wacker Drive Suite 2300 Chicago, Illinois 60606 sgistenson@dykema.com Telephone: (312) 876-1700 Facsimile: (866) 691-5046</p> <p>BOWMAN AND BROOKE, LLP Shawn Y. Libman Two Alhambra Plaza, Suite 800 Miami, Florida 33134 Shawn.Libman@bowmanandbrooke.com Telephone: (305) 995-5600 Facsimile: (305) 995-6100</p>	<p>BROWARD COUNTY ATTORNEY'S OFFICE Andrew J. Meyers Benjamin Salzillo Benjamin Crego Alexander J. Williams</p> <p>115 South Andrews Avenue, Suite 423 Fort Lauderdale, Florida 33301 ajwilliams@broward.org bsalzillo@broward.org bcreggo@broward.org Telephone: (954) 357-7600</p>
HUB PARKING COUNSEL	
<p>FWLER WHITE BURNETT, P.A. Christopher E. Knight Luis S. Konski Alexandra L. Tifford Brickell Arch, Fourteenth Floor 1395 Brickell Avenue Miami, Florida 33131 cknight@fowler-white.com lkonski@fowler-white.com Telephone: (305) 789-9200 Facsimile: (305) 789-9201</p> <p>Of Counsel</p> <p>NIXON PEABODY LLP Christopher M. Mason Tower 46 55 West 46th Street New York, New York 10036 cmason@nixonpeabody.com Telephone: (212) 940-3000 Facsimile: (212) 940-3111</p>	

17. What is the difference between objecting to the settlement and asking to be excluded from it?

Objecting is providing an explanation to the Court that you do not like something about the settlement. You can object to the settlement only if you do not exclude yourself from the settlement and the Class. Excluding yourself from the settlement and the Class is telling the Court that you do not want to be part of the settlement. If you exclude yourself from the settlement and the Class, you have no basis to object to the settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

18. Do I have a lawyer in this case?

Yes. The Court has appointed the following lawyers and law firm as “Class Counsel,” meaning that they were appointed to represent all Class members, including you if you are a member of the Class:

ZEBERSKY PAYNE SHAW LEWENZ, LLP
Edward Herbert Zebersky
Jordan A. Shaw
Mark S. Fistos
110 S.E. 6th Street, Suite 2900
Fort Lauderdale, Florida 33301
mfistos@zpllp.com
Telephone: (954) 933-5083
Facsimile: (954) 989-7781

CONSUMER LAW ORGANIZATION, P.A.
J. Dennis Card, Jr.
721 U.S. Highway 1, Suite 201
North Palm Beach, Florida 33408
dennis@cloorg.com
Telephone: (561) 822-3446
Facsimile: (305) 574-0132

CHRISTOPHER W. LEGG, P.A.
Christopher W. Legg
499 E. Palmetto Park Road, Suite 228
Boca Raton, Florida 33432
chris@theconsumerlawyers.com
Telephone: (954) 962-2333

You will not be charged for these lawyers. They will be paid as part of the settlement. If you want to be represented by your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

Class Counsel will make an application to the Court for an award of reasonable attorney's fees and costs, up to a maximum of \$1,100,000. Class Counsel's application to the Court will be made prior to the final hearing. The Court will determine the amount of attorneys' fees and costs to award, which may be less than \$1,100,000. Class Counsel will also request that up to \$7,000.00 be paid to the named Plaintiff for helping the lawyers on behalf of the whole Class.

THE FINAL HEARING

20. When and where will the Court decide whether to give final approval to the settlement?

The Court will hold a Final hearing on **October 7, 2021** at 9:45 a.m. Eastern Standard Time via ZOOM video conferencing: URL: <https://17thflcourts.zoom.us/j/571442299>; Meeting ID: 571 442 2999.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.FLLParkingSettlement.com for updates. At the final hearing, the Court will consider whether the Settlement Agreement is fair, reasonable, and adequate to the Class. The Court will also consider how much to pay Class Counsel and the individual Class representative. If there are objections, the Court will consider them at this time. After the hearing, the Court will decide whether to give its final approval to the settlement. We do not know how long these decisions will take.

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But you may come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you properly filed your written objection on time, the Court will consider it. You may also attend or pay your own lawyer to attend, but it is not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the final hearing. To do so, you must file a "Notice of Intent to Appear." In that notice, you must include the following:

- Your name, address, telephone number, and e-mail address;
- The name, address, e-mail address, and telephone number of any lawyer or lawyers who will be appearing on your behalf at the final hearing;
- The name of the case (*Orsi v. SP Plus Corp.* et al., Case No. CACE19-22989); and
- Your signature and, if you have one, your lawyer's signature.

Your Notice of Intent to Appear must be filed with the Court no later than **August 17, 2021**, with copies delivered to Class counsel and each of Defendants' counsel at their respective addresses listed above.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing, you cannot get a payment in the settlement. Unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the claims that this settlement resolves, ever again.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can review a complete copy of Settlement Agreement and other information at the settlement website, www.FLLParkingSettlement.com. If you have additional questions or want to request a claim form, you can visit the settlement website. You can also write to the settlement administrator by mail or e-mail, or call toll-free. The settlement administrators address is: Fort Lauderdale Airport Parking Settlement, Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, Pennsylvania 19103.

The settlement administrator's e-mail address is info@FLLParkingSettlement.com. If you wish, you can also contact class counsel, whose names and addresses are provided earlier in this notice.

Updates will be posted at www.FLLParkingSettlement.com as information about the settlement process becomes available.

PLEASE DO NOT CONTACT THE COURT OR THE AIRPORT ABOUT THIS CASE