

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

CIVIL DIVISION
CASE NO. CACE19-22989

JENNIFER ORSI, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

SP PLUS CORPORATION, a Delaware
corporation, HUB PARKING
TECHNOLOGY USA, INC., a Delaware
corporation, and BROWARD COUNTY,
FLORIDA,

Defendants.

SETTLEMENT AGREEMENT

Plaintiff Jennifer Orsi, on behalf of herself and all others similarly situated, on the one hand, and Defendants Broward County, Florida; Hub Parking Technology USA, Inc.; and SP Plus Corporation, on the other hand, hereby agree as follows:

I. DEFINITIONS

A. “Action” means this lawsuit as originally filed and all amendments to it, together with all claims that were or could have been brought by Plaintiff or members of the Class in this lawsuit.

B. “Airport” means the Fort Lauderdale-Hollywood International Airport.

C. “Attorneys’ Fees” means all court costs, incentive awards, and litigation expenses, including attorneys’ fees, of whatever nature or type, all as may be requested by Class Counsel and awarded by the Court in an aggregate amount not to exceed \$1,100,000.00.

- D. “Broward County” means Defendant Broward County, Florida.
- E. “Claims Period” means the amount of time (beginning the first day of publication of Class Notice and ending thirty-one (31) days after entry of a Final Approval Order) a Class member has to submit his or her claim as set forth in the Class Notice.
- F. “Class” means the plaintiff class to be certified for settlement purposes only as defined in Section II.A below.
- G. “Class Counsel” means Zebersky Payne Shaw Lewenz, LLP, Consumer Law Organization, P.A., and Christopher W. Legg, P.A.
- H. “Class Notice” means the On-Line Notice and the Print Notice.
- I. “Class Period” mean the period from and including June 28, 2018 to and including October 31, 2018 and the period from and including April 5, 2019 to and including April 22, 2019.
- J. “Defendants” means Broward County, HUB Parking, and SP Plus.
- K. “Defendants’ Counsel” means the Broward County Attorney, Fowler White Burnett, P.A., Nixon Peabody LLP, and Dykema Gossett PLLC,
- L. “Effective Date” means the point at which the Final Approval Order has become final and all appeals from that order have been exhausted, or the time for appeal of that order has expired without any appeal being filed.
- M. “Federal Action” 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.
- N. “Final Approval Order” means an order of the Court:

1. Confirming as final its Preliminary Approval of this settlement;

2. Confirming that the settlement is fair, reasonable, and adequate to the Class and its members and may be dismissed under Florida Rule of Civil Procedure 1.220(e);

3. Finding that the form and method of distribution of the Class Notice complied with the Preliminary Approval order, Florida Rules of Civil Procedure 1.220(d)(2) and 1.220(e), and due process in providing notice to members of the Class;

4. Permanently enjoining the commencement or prosecution by any Class member of any claim covered or to be covered by the Settlement Agreement and the settlement it contemplates;

5. Directing the Settlement Administrator to complete the claims process and distribute the Settlement Consideration, following the end of the Claims Period, to each member of the Class who timely submits a valid qualifying claim; and

6. Directing entry of a judgment complying with Florida Rule of Civil Procedure 1.220(d)(3) dismissing the Action with prejudice and without costs.

O. “Final Hearing Date” means the date set by the Court, not fewer than thirty (30) days after the deadline for all opt outs and objections as provided in Sections III and IV below, to consider whether to enter a Final Approval Order.

P. “HUB Parking” means Defendant Hub Parking Technology USA, Inc.

Q. “On-line Notice” means the notice to be linked by the Settlement Administrator to on-line advertising providing Class members notice of their rights under the Settlement Agreement, including their right to opt out or object to the settlement contemplated by the Settlement Agreement, referring them to a settlement website, and otherwise containing text substantially in the form of Exhibit B to this Settlement Agreement.

R. “Party” means Plaintiff and each Defendant that has executed this Agreement through its counsel.

S. “Parties” means Plaintiff and each Defendant that has executed this Agreement through its counsel, collectively.

T. “Plaintiff” means Plaintiff Jennifer Orsi, for herself and for the proposed Class.

U. “Plaintiffs’ Counsel” means Zebersky Payne Shaw Lewenz, LLP, Consumer Law Organization, P.A., and Christopher W. Legg, P.A.

V. “Preliminary Approval” means the point at which the Court enters a Preliminary Approval Order.

W. “Preliminary Approval Order” means an order of the Court:

1. Preliminarily certifying the Class under Florida Rules of Civil Procedure 1.220(a) and 1.220(b)(3) for purposes of this settlement;
2. Appointing Plaintiff as an adequate representative of the Class for such purposes;
3. Appointing Class Counsel to represent the Class;

4. Preliminarily approving the settlement contemplated by this Settlement Agreement;

5. Preliminarily enjoining the commencement or prosecution by any Class member of any claim covered or to be covered by the Settlement Agreement and the settlement it contemplates; and

6. Approving the form and method of distribution of the Class Notice under Florida Rules of Civil Procedure 1.220(d)(2) and 1.220(e).

X. "Print Notice" means the notice to be placed by the Settlement Administrator in an appropriate print publication providing Class members notice of their rights to opt out or object to the settlement contemplated by this Settlement Agreement, referring them to a settlement website, and otherwise containing text substantially in the form of Exhibit A to this Settlement Agreement.

Y. "Release" means 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, insurers, 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.

Z. "Settlement Administrator" means Angeion Group.

AA. "Settlement Consideration" means a check for \$50 to be distributed by the Settlement Administrator to each member of the Class who timely submits a valid qualifying claim.

BB. “Settlement Website” means a website, for purposes of this settlement only, which shall be maintained by the Settlement Administrator from the time it “goes live” until thirty (30) days after the end of the Claims Period, and which shall include:

1. The deadlines for opting out of the Class, objecting to the settlement, and filing a claim for Settlement Consideration;
2. Instructions on how to opt out of the Class, object to the settlement, or file a claim for Settlement Consideration;
3. A copy of the On-Line Notice;
4. A copy of this Settlement Agreement;
5. A copy of the Preliminary Approval Order;
6. Copies (once filed) of all briefs and affidavits in support of, or opposing, approval of this settlement or any part of it, including attorneys’ fees for Class Counsel; and
7. A copy (once entered) of the Final Approval Order.

CC. “SP Plus” means Defendant SP Plus Corporation.

II. CLASS CERTIFICATION.

A. Plaintiff seeks, and Defendants consent, for purposes of settlement only, to the certification of a class under Florida Rules of Civil Procedure 1.220(a) and 1.220(b)(3) consisting 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.

B. The Class shall not include any of the 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 member of the Judge's staff and immediate family.

C. To the extent necessary, the current Class Action Complaint in the Action shall be deemed amended to conform to the definition of the Class in this Settlement Agreement.

III. OPTING OUT OF THE CLASS.

A. Following Preliminary Approval, a Class member may remove himself or herself from the Class (and thus opt out of the settlement), as provided in Florida Rule of Civil Procedure 1.200(d)(2), only as follows:

1. A Class member who wishes to remove himself or herself from the Class (and thus opt out of the settlement) must serve on the Settlement Administrator by United States Mail or courier delivery for receipt not later than forty-five (45) days after the date for completion of Class Notice, with a copy by United States Mail or courier delivery to the Court within such time, a written opt out statement asking to be excluded from the Class. Any member of the Class who so delivers such a statement to the Settlement Administrator and the Court by the date so specified in the Class Notice shall be excluded from the Class.

2. The opt-out statement must state the Class member's full name, address, and credit card number used to purchase parking at the Airport in the Class Period, and affirmatively state that the Class member wishes to opt out of the proposed settlement of the Action and be excluded from the Class. The copy

of the opt-out statement delivered to the Court, but not the copy delivered to the Settlement Administrator, shall redact the street address and all but the last four digits of the credit card number provided by the Class member.

B. Any Class member who does not opt out shall be bound by any order and judgment entered in the Action, whether favorable or unfavorable to such Class member or the Class.

C. Any Class member who does not opt out may make a separate appearance, to object or otherwise, within the time specified in the Class Notice for objections.

IV. OBJECTING TO THE SETTLEMENT.

A. Any Class member who wishes to object to this Settlement Agreement, any of its terms, or the settlement it contemplates must serve on Class Counsel and Defendants' Counsel, by hand, mail, or courier delivery for receipt by Class Counsel and Defendants' Counsel not later than thirty (30) days after the date for completion of Class Notice, and file with the Court, a copy of a written notice of objection, together with a copy of any memorandum of law and all evidence upon which the Class member intends to rely with respect to the objection. No objector shall be entitled to any discovery without obtaining an express order, on notice and for good cause shown, from the Court.

B. The objection must state the Class member's full name, address, and credit card number used to purchase parking at the Airport in the Class Period, and affirmatively state the basis on which the Class member wishes to object. The copy of the objection filed with the Court, but not the copy served on Class Counsel and Defendants' Counsel, shall redact the street address and all but the last four digits of the credit card number provided by the Class member.

C. Any Class member who wishes to appear and object in person or through counsel on the Final Hearing Date must also serve and file at the same time as the filing of the written notice of objection a notice of intent to appear specifically identifying the Class member or counsel who will speak to such objection. No objector shall be heard if an appropriate notice is not timely filed. No objector shall introduce any evidence or argument not included in the objector's original filing.

D. Any objections filed or served late shall be deemed a nullity. Any Class member who does not object as provided above shall be deemed to have waived all objections to this Settlement Agreement and the settlement it contemplates.

E. Plaintiff and Defendants shall have the right to respond not later than seven (7) days prior to the Final Hearing Date to any timely objection by any Class member.

V. SETTLEMENT ADMINISTRATION.

A. The Settlement Administrator shall, within ten (10) business days after Preliminary Approval, begin to provide notice to the Class as provided in Section VI below. All Class Notices shall be distributed within forty-five (45) days after Preliminary Approval.

B. The Settlement Administrator shall, within ten (10) business days after Preliminary Approval:

1. Provide a functioning Settlement Website on the internet; and
2. Provide a unique toll-free telephone number, maintained and administered by the Settlement Administrator, to be used exclusively for purposes of this settlement. The toll-free telephone number shall include automated choices for callers to hear the content of the Print Notice; a list of the deadlines for opting out of the Class,

objecting to the settlement, and filing a claim for Settlement Consideration; the address of the settlement website; the address or addresses for mailing and filing opt-outs, objections, and claims for Settlement Consideration; and the addresses and telephone numbers of Class Counsel and Defendants' Counsel.

C. Within thirty (30) days after the Effective Date or the end of the Claims Period, whichever is later, the Settlement Administrator shall mail Settlement Consideration by first-class mail, postage prepaid, to each Class member who timely submitted a valid claim. The funds from any checks for Settlement Consideration that are not cashed within 180 days of mailing shall be distributed through cy pres to a legal aid organization in Broward County Florida.

D. Settlement Consideration shall be distributed as follows:

1. The Settlement Administrator shall review claims submitted by putative Class members seeking Settlement Consideration to determine that such claims are valid and non-duplicative. A claim shall not be valid if:

- a. It is not received by the Settlement Administrator before the end of the Claims Period;
- b. It is not from a Class member;
- c. It is not for parking within the Class Period at a location at the Airport that printed customer receipts containing the expiration date or more than the last five digits of Class members' credit or debit card numbers;
- d. It is not substantially complete or is missing material information;

e. It reflects use of a credit or debit card that bears the name of a company, government, not-for-profit or business entity, or is otherwise not a personal card of the Class member;

f. It is duplicative of another claim; or

g. It otherwise appears fraudulent or improper in the view of the Settlement Administrator.

E. Disputes concerning whether a Class member has submitted a valid and timely claim for Settlement Consideration shall be resolved by the Settlement Administrator after consultation with the Parties.

F. All costs of the Settlement Administrator shall be paid by or on behalf of Defendants without reduction of any amounts payable to the Class or Class Counsel under this Settlement Agreement. Defendants shall ensure that sufficient funds are provided from time to time to the Settlement Administrator to permit it to distribute in a timely fashion the Settlement Consideration for all valid claims under Section V.D above.

VI. SETTLEMENT NOTICE.

A. Notice of the settlement shall be made pursuant to a digital media plan aiming for a least a 70% reach and 3x frequency targeting the On-Line Notice to residents of the Fort Lauderdale metropolitan area likely to park at the Airport.

B. If deemed necessary by the Settlement Administrator, notice of the settlement may also be given in the form of the Print Notice placed in a print publication in the Fort Lauderdale metropolitan area.

C. The Settlement Administrator shall also provide notice of the settlement by an appropriate hyperlink from the Settlement Administrator's website to the Settlement Website.

D. All Class Notices shall be distributed within the time provided in Section V.A above.

VII. ATTORNEYS' FEES.

A. Defendants will not object to or oppose an application by Class Counsel for Attorneys' Fees in an amount of up to \$1,100,000.

B. Direct payment by or on behalf of Defendants will be made to Class Counsel, within thirty (30) days after the Effective Date, of any amount of Attorneys' Fees to which Defendants did not object and that is ordered by the Court.

VIII. INCENTIVE AWARD.

A. Defendants will not object to or oppose an application by Plaintiffs' counsel for an incentive award for Plaintiff in an amount of up to \$7,000.

B. Direct payment by or on behalf of Defendants will be made to Class Counsel, for the benefit of Plaintiff, within thirty (30) days after the Effective Date, of any of any incentive award to which Defendants did not object and that is ordered by the Court.

IX. RELEASE AND COVENANT NOT TO SUE BY PLAINTIFF AND THE OTHER CLASS MEMBERS.

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 at the Airport.

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).

E. This release and covenant not to sue shall not apply to any ongoing litigation between any Defendant and any person not described in Section IX.A above.

X. RELEASES AND COVENANTS NOT TO SUE AMONG DEFENDANTS.

A. Subject to Section X.B below, upon entry of the Final Approval Order, each of Broward County, HUB Parking, and SP Plus shall be deemed to have released and covenanted not to sue each and any of the other with respect to any claims arising out of or relating to, or that that were or could have been made in, the Action or the Federal Action, including any claims for defense, indemnification, or contribution; except that this release and covenant not to sue shall not apply to any claims that Broward County, HUB Parking, or SP Plus might have against any third-party insurer for costs of defense or of this settlement, any claims with respect to a facility other than the Airport, or any claims to enforce this Settlement Agreement.

B. Notwithstanding the foregoing, no release or covenant not to sue in this Settlement Agreement shall alter, amend, release, or waive any ongoing rights and obligations created by (1) any written contract or agreement currently in effect between

Broward County and SP Plus or Broward County and HUB Parking, or (2) any side letter agreement by or among HUB Parking, SP Plus, or Broward County, or between any of them, with respect to the settlement contemplated by this Settlement Agreement.

XI. REPRESENTATIONS AND WARRANTIES.

A. Each Party represents and warrants that the person signing this Settlement Agreement on his, her, or its behalf below has full and complete authority to enter into this Settlement Agreement on such Party's behalf.

B. Each Party represents and warrants that no law, regulation, contract, duty or other impediment exists to the full, complete, and timely discharge by each Party of its respective duties and obligations under this Settlement Agreement.

C. Each Party represents and warrants it has been represented by counsel of its choice; that it has had adequate opportunity to consider this Settlement Agreement and the consequences of the contemplated settlement; that it has had access to all the information necessary to make a full and informed choice concerning this Settlement Agreement and such settlement; and that it is entering into this Settlement Agreement of his, her, or its own free will.

D. Each Party represents and warrants that this Settlement Agreement was negotiated at arm's-length between parties of equal bargaining power, and was drafted jointly by Class Counsel and Defendants' Counsel.

E. Plaintiffs' Counsel represent that the amount of the settlement, as well as the other terms of this Settlement Agreement, reflect a good faith settlement of the Class members' claims, reached voluntarily after consultation with legal counsel.

F. Plaintiffs' Counsel represent that none of them have been retained by, and none of them know of by name, any person other than Plaintiff and members of the Class who have claims such as those being released in this Settlement Agreement, and that none of them know of any claims by Plaintiff or any member of the Class against any Releasee other than the claims being released in this Settlement Agreement.

G. Broward County represents and warrants that, upon entry of a Final Approval Order, but only upon entry of such order, it shall dismiss, with prejudice and without costs, all claims by it in that certain declaratory judgment action pending against its insurer, Beazley USA Services, Inc. ("Beazley"), under docket number 19-cv-63007-RKA in the United States District Court for the Southern District of Florida, except that such dismissal shall preserve Broward County's right to seek insurance coverage from Beazley for any future claims asserted against the County. In addition, Broward County shall use its best efforts to ensure that Beazley, upon entry of a Final Approval Order, dismisses or causes to be dismissed, with prejudice and without costs, all third party claims asserted by Beazley in that declaratory judgment action. Such best efforts shall not, however, require Broward County to maintain or initiate litigation against Beazley.

H. Defendants waive, for purposes of this settlement only, any assertion that the Plaintiff or any Class member lacks standing under Florida law to bring this Action.

I. Each Party represents and warrants that it does not have, or have current access to, the mailing addresses for the Class members and that it does not have, or have current access to, information sufficient to establish which Class member has a business, as opposed to personal, credit or debit card.

XII. NO ADMISSIONS.

By entering into this Settlement Agreement, no Defendant is admitting any liability to Plaintiff, to any other Class member, or to any other person or entity, or waiving any claim, counterclaim, defense, or affirmative defense on behalf of itself or any other Releasee against Plaintiff or any other member of the Class. Neither anything in this Settlement Agreement, nor the fact of it or the settlement it contemplates, shall be deemed an admission by any Party that any claim or defense in the Action or the Federal Action was valid or invalid.

XIII. PUBLICITY.

Each Party agrees that it shall not make any public statement, other than in filings with the Court, about this Settlement Agreement and the settlement it contemplates beyond the terms of the Settlement Notice, basic identification of which Party was represented by what counsel, and that the matter was successfully resolved. Nothing in this provision shall be construed in a manner that would prohibit Broward County from obtaining authority, in a public meeting, from the Broward County Board of County Commissioners to enter into this Settlement Agreement, or that would prohibit Broward Country from complying with the requirements of Florida's Public Records Act.

XIV. TERMINATION.

Any Party may terminate this Settlement Agreement in its entirety at any time and without further obligation prior to the Effective Date if:

- A. Any court rejects, modifies, or denies approval of any material provision of this Settlement Agreement; or

B. Any court makes any order purporting to alter or amend any material provision of this Settlement Agreement, or purporting to preclude any Party from proceeding in whole or in part with the settlement it contemplates.

XV. EFFECT OF TERMINATION.

In the event of termination of this Settlement Agreement, this Settlement Agreement shall be considered null and void and have no force or effect. No person or entity shall be bound by any of its terms and the rights of all persons or entities with respect to the claims and defenses asserted in the Action shall be restored to the positions existing immediately prior to execution of this Settlement Agreement.

XVI. LIMITATION ON USE.

Neither this Settlement Agreement, nor any of its provisions or exhibits, nor any brief in support of it, nor any of the negotiations or proceedings preceding Final Approval, nor any discovery in the Action or the Federal Action, shall be offered or received in evidence in any action or proceeding of any nature, or otherwise referred to or used in any manner in any court or other tribunal, except: to enforce or implement the terms of this Settlement Agreement; to support or defend this Settlement Agreement on any appeal from a final order and judgment; or to enforce or assert a claim or defense of *res judicata*, collateral estoppel, claim or issue preclusion, settlement, release, merger and bar, or any similar claim or defense against a Class member or third party.

XVII. ENTIRE AGREEMENT.

Other than any written agreements between or among Defendants or any insurer concerning the settlement contemplated by this Settlement Agreement, this Settlement Agreement:

A. Contains the entire agreement and understanding of Plaintiff, the Class, Class Counsel, Defendants, and Defendants' Counsel with respect to its subject matter; and

B. Supersedes all prior agreements or understandings (whether oral or written), if any, between or among Plaintiff, the Class, Class Counsel, Defendants, and Defendants' Counsel with respect to such subject matter.

XVIII. NO AMENDMENT.

This Settlement Agreement may not be altered, amended, or modified except by a written instrument duly executed by Class Counsel and Defendants' Counsel.

XIX. SUCCESSORS AND ASSIGNS.

This Settlement Agreement and the rights and obligations it contains shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties and the Class.

XX. NO WAIVER.

The waiver by any person or entity of any breach of this Settlement Agreement by any other person or entity shall not be deemed a waiver of any other prior or subsequent breach and shall not constitute a continuing waiver.

XXI. COOPERATION.

Plaintiff, Defendants, Class Counsel, and Defendants' Counsel shall:

A. Jointly submit this Settlement Agreement, along with such other supporting papers as may be appropriate, to the Court for Preliminary Approval.

B. Cooperate fully with one another in seeking timely approval of the settlement contemplated by this Settlement Agreement.

C. Cooperate fully with one another in defending any appeal from the settlement contemplated by this Settlement Agreement, defending any collateral attack on such settlement or on its preclusive effect, and prosecuting any appeal from denial of approval of such settlement, except that Defendants shall have no obligation to take any position with respect to any Attorneys' Fees or incentive award amounts awarded or not awarded by the Court.

D. If the Court declines to enter a Final Approval Order with respect to this Settlement Agreement (or to this Settlement Agreement as subsequently amended by the Parties), it will terminate automatically at the time of entry by the Court of an order unconditionally and finally denying such Final Approval.

XXII. CONTINUING JURISDICTION.

Without affecting the finality of any Final Approval Order, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Class for purposes of supervision of the implementation, enforcement, construction, and interpretation of this Settlement Agreement. Any dispute or controversy to be presented to the Court arising out of or with respect to the implementation, enforcement, or interpretation of this Settlement Agreement shall be presented by written motion.

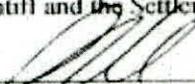
XXIII. COUNTERPARTS.

This Settlement Agreement may be executed in counterparts and all the executed counterparts shall together be treated as a whole. Facsimile or electronic signatures shall be deemed equivalent to original signatures for purposes of execution and enforcement.

Dated: May 7, 2021

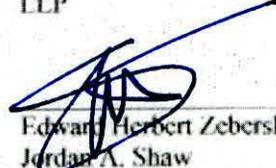
For Plaintiff and the Settlement Class

By:


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Dated: May 12, 2021

For Plaintiff and the Settlement Class

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USA, Inc.

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EXHIBIT A
(Newspaper Notice)

NOTICE OF CLASS ACTION SETTLEMENT

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:

You are hereby notified of the pendency and proposed settlement of a class action entitled *Orsi v. SP Plus Corp., et al.*, Case No. CACE19-22989, in the Circuit Court of Broward County, Florida.

If you parked during the times described above, used a personal debit or credit card to pay, and received a receipt for your payment on which was printed the expiration date of your card or more than the last five digits of your card number, you are likely to be a member of a settlement class and may be entitled to receive a check for \$50. If you are, but do not want to be, a member of the class, you have until **[date], 2021** to file a statement with the Court asking to be excluded. (Any judgment in the case, whether favorable or not, will include all members of the class who do not request exclusion.) Any member of the class who does not request exclusion but wants to object to the settlement must do so by **[date], 2021**. A hearing about the settlement will be held by the Court on **[date], 2021**. You do not have to make an appearance at the hearing to participate in the settlement.

The deadline for filing a claim to participate in the settlement will be **[date], 2021**. To learn more about whether you are a member of the settlement class, what the case is about, how to file a claim, how to request to be excluded from the class, how to object to the settlement, or how to ask to make an appearance at a hearing, please go to the settlement website at [www.\[name\].com](http://www.[name].com) or call (toll free) [number]. If you are a member of the class, you can receive a proof of claim form from the website above or by writing to Angeion Group, P.O. Box [number], [address].

PLEASE DO NOT CONTACT the Court or the airport about this case.

EXHIBIT B

(On-Line Notice Linked to Settlement Website from On-Line Advertisements)

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 [date], 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 [date] 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 [date], 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 [date], 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.\[name\].com](http://www.[name].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.\[name\].com](http://www.[name].com), or call toll-free to [number]. 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.\[name\].com](http://www.[name].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.\[name\].com](http://www.[name].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@[name].com

Once you have obtained a claim form, please read its instructions carefully, fill it out completely, and mail it postmarked no later than **[date], 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 **[date], 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 **[date], 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 [number]
[address]
[city], [state] [zip]

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 **[date], 2021**, to the Court at:

[name]
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 **[date], 2021** at the following addresses:

COURT	CLASS COUNSEL
<p>[name] 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 2150 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 2150
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 **[date], 2021** at [time] at the courthouse at 201 S.E. 6th Street, Fort Lauderdale, Florida before the Honorable Michael A. Robinson in Courtroom WW14150.

The hearing may be moved to a different date or time without additional notice, so it is a good idea to check [www.\[name\].com](http://www.[name].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 **[date], 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.\[name\].com](http://www.[name].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@\[name\].com](mailto:info@[name].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.\[name\].com](http://www.[name].com) as information about the settlement process becomes available.

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