IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT, CHANCERY DIVISION

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiffs, v. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendants.	Case No. 17-CH-02437 Hon. D. Renee Jackson
SP PLUS CORPORATION, a Delaware Corporation, Third-Party Plaintiff, v. HUB PARKING TECHNOLOGY USA, INC., a Delaware Corporation, as successor-in-interest to CTR PARKING SOLUTIONS, LLC, Third-Party Defendant.	

PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Plaintiffs Adam Savett and Michele Gerrits-Faeges move this Court for an order (a) granting preliminary approval of the parties' class Settlement, (b) approving Plaintiffs' plan for giving notice to the Class, and (c) setting this matter for a final approval hearing where the Court may consider whether it should finally approve the Settlement and consider Plaintiffs' counsel's application for an award of attorneys' fees. Plaintiffs have attached their memorandum in support hereto.

Dated: December 8, 2025

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2025, I electronically filed a copy of the foregoing document. Notice of this filing will be sent to all parties by the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/Katrina Carroll
Katrina Carroll

Counsel for Plaintiffs and the Certified Class

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiffs, v. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendants.	Case No. 17-CH-02437 Hon. D. Renee Jackson
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PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

According to 735 ILCS 5/2-806, Plaintiffs Adam Savett and Michele Gerrits-Faeges move this Court for entry of an order granting preliminary approval of the class action settlement ("Settlement") reached between Plaintiffs and Defendant SP Plus Corporation, attached as **Exhibit 1**, and they file this Memorandum in support thereof.

I. Introduction

Since February 17, 2017, the Parties have litigated vigorously over claims brought on behalf of Plaintiffs and a class of individuals who alleged that, when parking at the main parking deck at Cleveland Hopkins Airport in Cleveland, Ohio, they received an electronically printed receipt disclosing eight of their credit or debit card numbers. Plaintiffs sought statutory damages for themselves and the class members under FACTA.[1] *See, e.g., Lee v. Buth-Na-Bodhaige, Inc*., 2019 IL App (5th) 180033, ¶ 64 ("When an entity willfully fails to comply with FACTA's truncation requirements, FACTA provides a private cause of action for statutory damages and does not require a person to suffer actual damages in order to seek recourse for a willful violation of the statute.").

FACTA is a federal statute that requires merchants, such as Defendant, to mask certain portions of credit or debit card information on electronically printed receipts provided to customers.[2] The purpose of FACTA is "to prevent criminals from obtaining access to consumers' private financial and credit information in order to reduce identity theft and credit card fraud." Pub. L. No. 110–241 (HR 2008), 122 Stat. 1565 (June 3, 2008).

[1] Fair and Accurate Credit Transactions Act, 15 U.S.C. §1681c(g)(1) ("FACTA").
[2] In pertinent part, FACTA states, "no person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of the sale or transaction." 15 U.S.C. § 1681c(g)(1).

Here, Plaintiffs allege Defendant knowingly or recklessly failed to comply with FACTA by printing the first four digits and the last four digits of credit cards and debit cards on receipts provided to consumers. Defendant denies this allegation.

Over the last almost nine years, the Parties have engaged in substantial discovery, exchanging multiple rounds of written discovery, producing and reviewing thousands of pages of documents, taking numerous depositions, and litigating an appeal before the Appellate Division, First District.

In addition, the Parties have engaged in extensive arm's-length negotiations, including three separate full-day mediations, to resolve this matter, with a view toward achieving substantial benefits for the Class while avoiding the cost, delay, and uncertainty of further litigation, trial, and appellate practice.

On January 17, 2024, the Parties participated in a full-day mediation session with highly regarded professional mediator, Hon. Diane Welsh (Ret.), at JAMS Philadelphia. In advance of the scheduled mediation, the Parties prepared comprehensive and confidential mediation statements setting forth their respective positions on the relevant facts, the applicable law, class certification, and the merits of the claims and defenses. Another mediation session occurred on February 7, 2024.

On March 11, 2025, following further appellate proceedings, the Parties met with Judge Welsh for another mediation session, during which they reached an agreement in principle to settle this matter on a classwide basis, subject to a final, more detailed Settlement Agreement.

In April 2025, consistent with the agreement reached at the March 2025 mediation, the Parties signed a binding settlement term sheet, memorializing essential terms of their

agreement in principle for the purpose of documenting a formal Settlement Agreement (the "Settlement Agreement") and in anticipation of obtaining this Court's approval of the Parties' Settlement Agreement and subsequent administration.

Pursuant to the Settlement Agreement, any Class Member[3] who submits a timely and Valid Claim Form shall receive a Voucher for up to $23 for airport parking at Cleveland Hopkins International Airport. The claim form will require a sworn statement attesting that they parked at Cleveland Hopkins International Airport between February 17, 2015, and May 19, 2016, used a credit or debit card for payment, and received an electronically printed paper receipt. Class Members must also attest to the make and model of the vehicle used to park during the Class Period and provide other information, including their full name, their home address and a valid email address.

This settlement is expected to provide the Class with a recovery in line with several other FACTA class action settlements approved by various courts. In addition, Defendant's electronically printed receipts for credit and debit card transactions at Cleveland Hopkins Airport are in full compliance with FACTA. Given the hurdles facing the Class in this litigation, the difficulty of proving willfulness, and the potential for the Illinois Supreme Court to issue a ruling eviscerating Plaintiffs' standing to sue before execution of the Settlement Agreement, the results achieved are outstanding.[4]

Plaintiffs therefore move this Court for an order (a) preliminarily approving their Settlement, (b) approving their plan for giving notice to the Class, and (c) setting this matter

[3] Unless otherwise stated herein, all defined, capitalized terms included in this memorandum have the same meaning as in the Settlement Agreement, Ex. 1.

[4] The Settlement between SP Plus and Plaintiffs will also facilitate settlement with third-party defendant HUB Parking Technology USA, Inc.

for a final approval hearing where the Court may consider whether it should finally approve the Settlement and consider Plaintiffs' counsel's application for an award of attorneys' fees.

II. Summary of the Settlement

The settlement class is defined as follows:

> All people who, from February 17, 2015, through May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card and received an electronically printed paper receipt.

Excluded from the class are all people who timely exclude themselves from the Class, as well as Plaintiffs' and Defendant's counsel, their employees, and family members of both, employees of Defendant and HUB Parking Technology USA, Inc. (as defined in the Settlement Agreement), and family members of both, and Court personnel and their family members.

A. The Settlement amount and benefits to Class Members.

The Settlement Agreement provides that Defendant shall provide a Voucher for up to $23 for airport parking at Cleveland Hopkins International Airport to any Class Member who submits a valid and timely claim form. Defendant has also agreed to pay the costs of Class Notice, claims administration, and related administrative costs. Defendant has also agreed not to oppose the Service Awards for the Plaintiffs (as authorized by the Court), and Class Counsel's attorneys' fees and expenses (as authorized by the Court)—together, in an amount not to exceed $1,650,000.

B. Release.

In exchange for this relief, a release will bind all Class Members who do not timely opt out. It will release all claims (as more fully set forth in the Settlement Agreement) in connection with the matters, issues, or facts alleged in, or that could have been alleged in,

arising out of, or related to this lawsuit or alleged violations of FACTA. The full scope of the release and its exact terms are set forth in the Agreement. Ex. 1, § I.24.

C. Compensation to the class representatives.

Subject to Court approval, Plaintiff Savett would apply for a Service Award of $10,000, as he heavily participated in discovery and gave testimony at two depositions.[5] Plaintiff Gerrits-Faeges has chosen to reject her potential Service Award.

D. Payment of attorneys' fees and expenses.

Class Counsel will petition the Court for an award of attorneys' fees, inclusive of the above-referenced Service Awards, not to exceed $1,650,000,[6] and the notice to the Class will inform the Class of this. Plaintiffs will file a separate attorneys' fee motion in support of this request. Importantly, this potential award does not come out of or affect class benefits and was negotiated only after the Parties discussed class benefits. As Plaintiffs will demonstrate in their attorneys' fee motion, the award constitutes a reduction of Plaintiffs' counsel's lodestar and does not provide for expenses.

[5] This is consistent with incentive awards in other cases, including FACTA cases. *See Cooper v. NelNet, Inc.*, 14-cv-314, Dkt. 85, p.5, ¶11 (M.D. Fla. Aug. 4, 2015) ($25,000 incentive award); *Gevaerts v. TD Bank, N.A.*, No. 14-cv-20744, 2015 U.S. Dist. LEXIS 150354, at *25–*26 (S.D. Fla. Nov. 5, 2015) ($10,000 incentive awards) (citing *Spicer v. Chi. Bd. of Options Exchange, Inc.*, 844 F. Supp. 1226, 1267–68 (N.D. Ill. 1993) (collecting cases approving incentive awards ranging from $5,000 to $100,000, and approving $10,000 for each plaintiff)); *Legg v. Lab. Corp. of Am. Holdings*, No. 14-61543, 2016 U.S. Dist. LEXIS 122695 (S.D. Fla. Feb. 18, 2016) ($10,000, in a FACTA case); *Legg v. Spirit Airlines, Inc*., No. 14-cv-61978-JIC, ECF No. 151, ¶16 (S.D. Fla.) ($10,000, in a FACTA case).

[6] As Plaintiffs will describe in their motion for attorneys' fees, this number represents a negative multiplier on Class Counsel's lodestar after nearly a decade of litigation.

III. This Court previously certified a Class, and the First District affirmed this Court's ruling

On April 21, 2023, Judge Meyerson certified a class consisting of "[a]ll people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card." *See* **Exhibit 2** (Class Certification Order), at 8. In December 2024, the Illinois Appellate Court for the First District affirmed Judge Meyerson's certification order. *See* **Exhibit 3** (First District Order). SP Plus filed a Petition for Leave to Appeal this decision in the Illinois Supreme Court, but that petition was stayed by agreement pending submission of this Settlement for approval. Plaintiffs believe this Court should find the proposed class is suitable for settlement purposes.

IV. The proposed Settlement should earn this Court's preliminary approval

Illinois law provides that "[a]ny action brought as a class action under Section 2-801 of this Act shall not be compromised or dismissed except with the approval of the court . . . ." 735 ILCS 5/2-806. The procedure for review of a proposed class action settlement is a well-established two-step process. Conte & Newberg, 4 Newberg on Class Actions, §11.25, at 38–39 (4th Ed. 2002).

The first step is a preliminary, pre-notification determination of whether the settlement is "within the range of possible approval." *Armstrong v. Bd. Of Sch. Directors*, 616 F.2d 305, 314 (7th Cir. 1980) (overruled on other grounds) (citing Manual for Complex Litig. §1.46 at 53–55). And the preliminary hearing is not a fairness hearing; instead, its purpose is to ascertain whether there is reason to notify the class members of the proposed settlement and to proceed with a fairness hearing.

If the court finds a settlement proposal "within the range of possible approval," it proceeds to the second step in the review process—the fairness hearing. *Id.* Class members are

notified of the proposed settlement and the fairness hearing at which they and all interested parties have an opportunity to be heard. *Id*.

In assessing the fairness, reasonableness, and adequacy of a proposed class settlement, Illinois courts consider the following factors:

(1) the strength of the case for plaintiffs on the merits, balanced against the money or other relief offered in settlement;

(2) defendant's ability to pay;

(3) the complexity, length and expense of further litigation;

(4) the amount of opposition to the settlement;

(5) the presence of collusion in reaching a settlement;

(6) the reaction of members of the class to the settlement;

(7) the opinion of competent counsel;

(8) the stage of proceedings and the amount of discovery completed.

City of Chicago v. Korshak, 206 Ill. App. 3d 968, 972 (1st Dist. 1990).

Considering these factors, the proposed Settlement is fair, adequate and reasonable and is well within the range of possible approval.

A. Factor 1: The Settlement provides substantial relief.

The first and most important factor in evaluating the fairness of a proposed class action settlement is the strength of the plaintiff's case on the merits balanced against the relief obtained in the settlement. *See City of Chicago*, 206 Ill. App. 3d at 972 ("The determination of whether a settlement is fair, reasonable and adequate requires the examination of an amalgam of factors, the principle factor is a balancing or comparison of the terms of the compromise with the likely rewards of litigation, as well as a determination of whether the

settlement is in the best interests of all those who will be affected by it. "); *Steinberg v. Sys. Software Associates, Inc.*, 306 Ill. App. 3d 157, 170 (1st Dist. 1999) ("The strength of plaintiff's case on the merits balanced against the settlement amount is the most important factor in determining whether a settlement should be approved."). Here, the amount obtained through the Settlement is substantial, and the $23 Voucher per Class Member compares more than favorably with per-claimant recoveries in prior settlements in similar FACTA cases.[7]

The relief provided is also appropriate, considering the difficulty of proving the violations were willful. *Lavery v. Radioshack*, 2014 U.S. Dist. LEXIS 85190, at *8–9 (N.D. Ill. June 23, 2014). This is never guaranteed, and several courts have noted the substantial risk involved in proving this element in FACTA cases. *See id.* (FACTA case discussing "Judge Valdez's acknowledgement of the 'difficulty of proving willful violations of FACTA' and the high burden on the plaintiffs.") (citation omitted); *Flaum v. Doctor's Assocs.*, 2019 U.S. Dist. LEXIS 40626, at *12–13 (S.D. Fla. Mar. 11, 2019) (noting the risk of continued litigation in approving settlement because "the failure to prove willfulness has spelled doom for the plaintiffs in many FACTA cases.") (citing cases).

The relief provided under this Settlement is also appropriate given the difficulties Plaintiffs and Class Counsel would face if litigation were to proceed. Throughout this case,

[7] *See Katz v. ABP Corp.*, 2014 U.S. Dist. LEXIS 141223, at *2 (E.D.N.Y. Oct. 3, 2014) (FACTA class settlement that gives class members a choice to make a claim for $9.60 in cash or a coupon for $15 off of future purchases from defendant); *Hanlon v. Palace Entm't Holdings*, LLC, 2012 U.S. Dist. LEXIS 364, at *14–15 (W.D. Pa. Jan. 3, 2012) (FACTA class settlement that provides the class with admission tickets to defendant's amusement park); *Todd v. Retail Concepts Inc.*, 2008 U.S. Dist. LEXIS 117126, at *16 (M.D. Tenn. Aug. 22, 2008) (FACTA class settlement providing a $15 credit on class members' next purchase of $125 or more from the defendant); *Palamara v. Kings Family Restaurants*, 2008 U.S. Dist. LEXIS 33087, at *9–10 (W.D. Pa. Apr. 22, 2008) (FACTA class settlement providing vouchers worth an average of $4.38 each to get appetizers, soup, desserts and other small menu items when visiting the defendant's restaurants in future).

Defendant has insisted that Plaintiffs lack standing under FACTA, and Defendant continues to make this argument in its Petition for Leave to Appeal to the Illinois Supreme Court. *See, e.g.,* Defendant's Petition for Leave to Appeal, **Exhibit 4**, at 2 ("Unless and until this Court holds that plaintiffs in no-injury FACTA cases similarly lack standing under Illinois law, future putative class action plaintiffs will continue to resort to Illinois to litigate these no-injury cases.").

Notably, on November 20, 2025, in *Fausett v. Walgreen Co.,* 2025 IL 13144, the Illinois Supreme Court ruled that "plaintiff lacked standing to bring her FACTA violation claim and thus the granting of class certification was erroneous." *Id.* at ¶ 54. But the Parties' settlement survives this ruling because they executed the Settlement Agreement before the *Fausett* decision, and the settlement was not subject to revocation based on changes in the law.

Given *Fausett*, which impending ruling was a significant factor driving the parties' Settlement Agreement, had Plaintiffs not settled, they and the Class Members would have recovered nothing. Accordingly, the Parties' settlement necessarily and undeniably provides substantial relief to the Class.[8]

B. Factor 2: Defendant's ability to pay

This factor is not an issue as Defendant has expressed no reservations about its ability to pay the settlement and associated notice and administrative costs.

[8] Because this case alleges no facts warranting the maximum statutory damages, it is likely any award (assuming Plaintiff and the class prevailed at trial and certification stages) would be no more than $100. But even if the class prevailed at trial, a more substantial award could be thrown out or reduced on due process grounds. *See, e.g.*, *Aliano v. Joe Caputo & Sons - Algonquin, Inc.*, 2011 U.S. Dist. LEXIS 48323, at *13 (N.D. Ill. May 5, 2011) ("[T]he Court cannot fathom how the minimum statutory damages award for willful FACTA violations in this case—between $100 and $1,000 per violation—would not violate Defendant's due process rights . . . . Such an award, although authorized by statute, would be shocking, grossly excessive, and punitive in nature.").

C. Factor 3: Continued litigation would be complex, costly, and lengthy.

This factor considers whether the settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation. *City of Chicago*, 206 Ill. App. 3d at 972; *see also Nat'l Rural Telecommc'ns Coop. v. DIRECTV, Inc*., 221 F.R.D. 523, 526 (C.D. Cal. 2004) ("The Court shall consider the vagaries of litigation and compare the significance of immediate recovery by way of the compromise to the mere possibility of relief in the future, after protracted and expensive litigation.").

Doubtless, continued litigation would be lengthy and very expensive. It would almost certainly involve extensive motion practice, including, among other things, further appellate briefing and arguments, motions for summary judgment (likely subject to further appeals), various pretrial motions, and trial. *See, e.g., Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977) ("[C]lass action suits have a well-deserved reputation as being most complex."). The case would probably not go to trial for well over a year, if that, notwithstanding the substantial work already done to date.

In addition, even if the Class recovered a trial judgment exceeding the relief provided by the Settlement, post-trial motions and the appellate process would deprive Class Members of any recovery for years and possibly forever in the event of a reversal. Rather than embarking on years of protracted and uncertain litigation, Plaintiffs and their counsel negotiated a Settlement that provides immediate, certain, and meaningful relief to all Class Members. Accordingly, this factor favors finding this Court's ruling that the Settlement is fair, reasonable and adequate. *See, e.g., Borcea v. Carnival Corp*., 238 F.R.D. 664, 674 (S.D. Fla. 2006) (noting "[i]t has been held proper to take the bird in the hand instead of a prospective flock in the bush").

D. Factors 4 and 6: Opposition to the Settlement and reaction of Class Members.

The fourth and sixth factors consider the amount of opposition to the Settlement and Class Members' reaction to the Settlement. Because this case is at the preliminary approval stage, Notice has not yet been issued, meaning Class Members have not had an opportunity to voice any opposition to—or support for—the Settlement. Plaintiffs will address these factors in their motion for final approval of the Settlement after Notice has been disseminated and the Objection and Opt-Out Deadlines have passed.

E. Factor 5: The Settlement was negotiated free of collusion

The fifth factor considers whether the Parties colluded in reaching the proposed settlement. *City of Chicago*, 206 Ill. App. 3d at 972. Where a proposed class settlement is the result of arm's-length negotiations before an experienced mediator, the settlement may be presumed fair and reasonable and entered into without any form of collusion. *Newberg*, § 11.42; *see also Coy v. CCN Managed Care, Inc.*, 2011 IL App (5th) 100068-U, ¶ 31 (no collusion where settlement agreement was reached as a result of "an arms-length negotiation entered into after years of litigation and discovery, resulting in a settlement with the aid of an experienced mediator"); *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 21 (approval warranted where there was "no evidence that the proposed settlement was not the product of 'good faith, arm's-length negotiations'").

The Parties reached this Settlement after months of active arm's-length negotiations, including early failed mediations with Judge Welsh and, ultimately, a successful one.

Next, the Parties have litigated this case for years, proceeding through fact discovery, serving and responding to multiple rounds of written discovery, and taking numerous depositions. Through this litigation, the Parties are fully aware of the risks and benefits of

continued litigation.

Finally, Class Counsel is highly experienced in prosecuting consumer class actions, having litigated hundreds of class action lawsuits. This case was hard fought by Class Counsel and defense counsel, and the Parties settled only after determined and contested litigation and additional negotiations to develop a Settlement Agreement.

In short, "[t]here is a presumption of good faith in the negotiation of class action settlements," *Langendorf v. Conseco Senior Health Ins. Co.*, No. 08-CV-3914, 2009 U.S. Dist. LEXIS 131289, at *25 (N.D. Ill. Nov. 18, 2009), and the record establishes that no collusion occurred in conjunction with the litigation or the bargaining that led to the Settlement Agreement.

F. Factor 7: The experience and views of counsel

The seventh factor is the opinion of competent counsel as to the fairness, reasonableness, and adequacy of the proposed settlement. *City of Chicago*, 206 Ill. App. 3d at 972. *See also Gautreaux v. Pierce*, 690 F.2d 616, 634 (7th Cir. 1982) (quoting *Armstrong v. Bd. of Sch. Dirs. of Milwaukee*, 616 F.2d 305, 325 (7th Cir. 1980)) (courts are "'entitled to rely heavily on the opinion of competent counsel'").

In considering this factor, courts do not substitute their judgment for that of the proponents, especially when experienced counsel familiar with the litigation have reached a settlement. *Id. See also Hammon v. Barry*, 752 F. Supp. 1087 (D.D.C. 1990) (citing *Newberg on Class Actions*, §11.44). Instead, courts may rely on the declarations of class counsel familiar with the litigation. *See, e.g., Roberts v. Graphic Packaging Int'l, LLC*, No. 3:21-cv-00750, 2024 U.S. Dist. LEXIS 122323, at *14–15 (S.D. Ill. July 11, 2024) ("The declaration of class counsel demonstrates their competency in satisfaction of th[is] factor, as the firm

is experienced in consumer protection class actions and has litigated dozens of class actions . . . .").

Class Counsel believe this is an excellent settlement, considering not only the benefit to the Class Members but the genuine risk that *Fausett* could undo all of their hard work for Class Members along with the merits-based arguments Defendant would present at trial. In the end, when the strengths of the case are weighed against the legal and factual obstacles and the complexity of class action practice, Class Counsel believe the proposed Settlement is in the best interest of Class Members. *See* **Exhibit 5** (Declaration of Daniel Karon) and **Exhibit 6** (Declaration of Katrina Carroll).

G. Factor 8: The extent of discovery completed and the state of the proceedings.

All fact discovery is complete, meaning Class Counsel understands the benefits and risks of this case and is confident this Settlement is in Class Members' best interest.

Also, strong public policy favors the voluntary resolution and settlement of litigation, particularly class actions. *See, e.g., Sec. Pac. Fin. Servs. v. Jefferson*, 259 Ill. App. 3d 914, 919 (1st Dist. 1994) ("there exists a strong policy in favor of settlement and the resulting avoidance of costly and time-consuming litigation"). With this settlement, class members are ensured a benefit as opposed to "the mere possibility of recovery at some indefinite time in the future." *In re Domestic Air Transport.*, 148 F.R.D. 297, 306 (N.D. Ga. 1993); *see also Scott v. Util. Partners of Am., LLC*, No. 13-2243, 2017 U.S. Dist. LEXIS 17348, at *8 (D. Kan. Feb. 6, 2017) ("the value of immediate recovery would likely outweigh the mere possibility of recovery after protracted litigation.").

And although approval of a class action settlement is a matter for the Court's discretion, proper consideration should be given to the consensual decision of the parties. *See Gautreaux,* 690 F.2d at 638 ("Because settlement of a class action, like settlement of any litigation, is basically a bargained exchange between the litigants, the judiciary's role is properly limited to the minimum necessary to protect the interest of the class and the public."); *see also Greco v. Ginn Dev. Co., LLC*, 635 Fed. Appx. 628, 632 (11th Cir. 2015) ("absent fraud, collusion, or the like, the district court 'should be hesitant to substitute its own judgment for that of counsel.'"). Accordingly, courts "should always review the proposed settlement in light of the strong judicial policy that favors settlements." *Diakos v. HSS Systems, LLC*, 137 F. Supp. 3d 1300, 1311 (S.D. Fla. 2015) (citation omitted).

Considering the foregoing, Plaintiffs respectfully submit that this Settlement deserves preliminary approval.

V. This Court should approve the proposed Class Notice

Before reaching final approval, due process requires that Class Members receive notice advising them of the settlement and giving them the opportunity to comment or exclude themselves from it. 735 ILCS 5/2-806 (generally requiring "notice as the court may direct."). Due process requires notice to be the best practicable and reasonably calculated under the circumstances to apprise interested parties of the pendency of the action and afford them an opportunity to object. *Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 36 (citations and quotations omitted). For this reason, the Settlement Agreement includes notice procedures designed to reach the Class Members to the best extent practicable. Ex. 1, § II.D.

Within ten days of the Court's entry of a Preliminary Approval Order, Defendant will post for ninety days a QR code at all Cleveland Hopkins International Airport parking exit

stations with information about the Settlement. *Id.*, § II.D.1–2. At this same time, the Settlement Administrator will activate the Settlement Website that will contain (1) the Full Notice and Publication Notice in downloadable PDF format in English and Spanish; (2) frequently asked questions about the Settlement; (3) a contact information page with contact information for the Settlement Administrator and addresses and telephone numbers for Class Counsel and defense counsel; (4) the Settlement Agreement; (5) the signed Preliminary Approval Order and publicly filed motion papers; (6) the operative complaint; and (7) when they become available, the Fee and Service Award Application, the motion for entry of the Final Approval Order, and any associated motion papers and declarations. Ex. 1, § I.34. The website notice will provide Class Members with a detailed explanation of their options, enabling them to make an informed decision.

The Settlement Administrator will also reach out to Class Members via digital and paper marketing campaigns, targeting frequent travelers in the Cleveland area with a print advertisement in the Cleveland Plain Dealer and advertisements on Reddit and Facebook. *See* **Exhibit 7** (Declaration of Richard Simmons, Settlement Administrator). The Settlement Administrator has estimated that Defendant's cost to administer this settlement is approximately $44,000. *Id.* at ¶ 14.

Plaintiffs believe the foregoing is the best notice practicable under the circumstances.

VI. Defendant does not object to preliminary approval of the Class

Defendant maintains that if this action were to proceed further, Plaintiffs would ultimately be found to lack standing and fail to establish any entitlement to statutory relief. Nonetheless, following extensive negotiations, Defendant has agreed to the terms of the Settlement and does not object to the preliminary approval of the Settlement.

VII. Conclusion

Plaintiffs have demonstrated the fairness of their Settlement and proposed Notice plan. Based upon the foregoing, Plaintiffs respectfully request that this Court enter the proposed order (a) preliminarily approving their Settlement, (b) approving their plan for giving notice to the Class, and (c) setting this matter for a final approval hearing where the Court may consider whether it should finally approve the Settlement and consider Plaintiffs' counsel's application for an award of attorneys' fees.

Dated: December 8, 2025

Respectfully Submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2025, I electronically filed a copy of the foregoing document. Notice of this filing will be sent to all parties by the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/Katrina Carroll
Katrina Carroll

Counsel for Plaintiffs and the Certified Class

SAVETT v. SP PLUS CORP. CLASS ACTION SETTLEMENT AGREEMENT
No. 17CH2437 (Cook County Chancery Division)

Plaintiffs Adam Savett and Michele Gerrits-Faeges, individually and on behalf of the Class identified below, and Defendant SP Plus LLC (formerly known as SP Plus Corporation) enter into this Class Action Settlement Agreement as of the execution by all the Parties. Plaintiffs and Defendant are collectively the "Parties" and each individually a "Party."

Subject to the Court's approval, the Parties agree, in consideration for the promises and covenants in this Settlement Agreement and upon the entry by the Court of a Final Approval Order and Final Judgment and the occurrence of the Effective Date, this Action shall be settled upon the terms and conditions contained herein.

RECITALS

WHEREAS, Plaintiffs asserted claims against Defendant based on the allegation that it printed more than the last five digits of credit card and debit card numbers on electronically printed receipts provided to Class Members at Cleveland Hopkins International Airport in violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1), from February 17, 2015, to May 19, 2016;

WHEREAS, Plaintiffs brought this claim on behalf of a class against Defendant in *Savett v. SP Plus Corp.*, No. 17CH2437 (Cook County Chancery Division) (the "Named Action");

WHEREAS, the Parties have conducted substantial discovery and investigation, including written discovery, depositions, and briefing issues arising from the claims alleged in the Named Action;

WHEREAS, the Parties briefed and argued class certification, the trial court granted class certification, the First District Court of Appeals affirmed the trial court's class certification

ruling, and Defendant has filed a Petition for Leave to Appeal in the Illinois Supreme Court, challenging this ruling, that is stayed pending submission of this Settlement for approval;

WHEREAS, the Parties engaged in three full-day formal mediation sessions with the Honorable Diane M. Welsh (Ret.) that resulted in an agreement to resolve the Named Action;

WHEREAS, on April 6, 2025, the Parties fully executed a Settlement Term Sheet regarding the Named Action;

WHEREAS, the Parties agreed to settle the Named Action to avoid the risk and cost of continued litigation and trial and because the interests of the Parties and Class Members would be served best by settlement;

WHEREAS, Defendant denies any wrongdoing and liability, disputes that the Named Plaintiffs have standing to bring their claim, and disputes that damages under FACTA can constitutionally be awarded in the Named Action; however, for settlement purposes only, the Parties agree that the claim is amenable to class treatment and to settlement under the terms of this Settlement;

WHEREAS, neither this Settlement Agreement nor any document referred to or contemplated herein or any action taken to carry out this Settlement Agreement is or may be construed or used in the Named Action or in any other action as an admission, concession, or indication by or against Defendant of any fault, wrongdoing, or liability; and

WHEREAS, the Parties intend to settle all claims, demands, and causes of action that were or could have been alleged in the Named Action based on the facts alleged or which could have been alleged in the Named Action;

NOW, THEREFORE, it is hereby stipulated and agreed that, in consideration of the agreements, promises, and covenants in this Settlement Agreement and subject to the Court's

final approval, the Named Action shall be fully and finally settled and dismissed with prejudice under the following terms and conditions.

I. DEFINITIONS

1. "Named Action" means the complaint in *Savett v. SP Plus Corp.*, No. 17CH2437 (Cook County Chancery Division).

2. "Attorneys' Fees and Costs" means all costs, Court-awarded Service Awards, and litigation expenses, including attorneys' fees, of whatever nature or type, as may be requested by Class Counsel and awarded by the Court in an aggregate amount not to exceed $1,650,000.

3. "Claim Form" means the form attached as **Exhibit 1**. The Claim Form requires the Class Member to provide their full name, their home address, a valid email address, and a sworn statement that the class member (1) parked at Cleveland Hopkins International Airport between February 17, 2015, and May 19, 2016, (2) used a credit or debit card for payment, and (3) received an electronically printed paper receipt. It also requires attestation to the make and model of the vehicle used to park at the Airport during the Class Period.

4. "Claim Period" means ninety-seven (97) days following the QR Code Posting Date, which will be the same date as availability of notice via Facebook and Reddit.

5. "Class" means, for settlement purposes only, all people who, from February 17, 2015, through May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card and received an electronically printed paper receipt. The Class excludes Plaintiffs' and Defendant's counsel, their employees, and family members of both, employees of Defendant and HUB Parking Technology USA, Inc., and family members of both, and Court personnel and their family members. The Class also does not include any person who timely and properly excludes themself from the Class.

6. "Class Counsel" means Karon LLC and Lynch Carpenter LLP.

7. "Class Member" means any person who is within the Class definition.

8. "Class Notice" means the Court-approved notice to Class Members attached as **Exhibits 2–5**, the process for which is described in **Section II.D**.

9. "Class Period" means February 17, 2015, through May 19, 2016.

10. "Court" means the Circuit Court of Cook County, Illinois, County Department, Chancery Division, Calendar 11.

11. "Defendant" refers to SP Plus LLC (formerly known as SP Plus Corporation), including its officers, directors, owners, operators, parents, subsidiaries, affiliates, employees, agents, representatives, lawyers, and insurers.

12. "Effective Date" means the last date by which the following occur: (1) the Court enters the Final Approval Order and Final Judgment, and (2) the Final Approval Order and Judgment have become final and all appeals from that Order and Judgment have been exhausted, or the time for appeal of that Order and Judgment has expired without any appeal being filed.

13. "Final Approval Hearing" means the hearing at which the Court will determine whether to finally approve the Settlement.

14. "Final Approval Order and Judgment" means the Court's order and judgment finally approving the Settlement, in substantially the same form as **Exhibit 6**, which does all of the following, among other things:

(a) Confirms as final its Preliminary Approval of this Class Action Settlement Agreement;

(b) Confirms that the settlement is fair, reasonable, and adequate to the Class and its members and that the Named Action may be dismissed with prejudice under the Illinois Code of Civil Procedure;

(c) Finds that the form and method of distribution of the Class Notice complied with the Preliminary Approval Order, constituted the best practicable notice under the circumstances, and met all applicable requirements of the Illinois Code of Civil Procedure and the Due Process Clause of the United States and Illinois Constitutions in providing notice to members of the Class;

(d) Permanently enjoins the commencement or prosecution by any Class Member of any claim covered or to be covered by this Settlement and the settlement it contemplates;

(e) Directs the Settlement Administrator to complete the claims process and distribute Vouchers after the Effective Date to each member of the Class who submitted a Valid Claim Form; and

(f) Enters a judgment complying with the Illinois Code of Civil Procedure dismissing the Named Action with prejudice.

15. "Named Plaintiffs" mean Adam Savett and Michele Gerrits-Faeges.

16. "Objection" means a Class Member's timely objection mailed or hand-delivered to the Settlement Administrator according to the procedures set forth in the Class Notice and simultaneously mailed or hand-delivered to the Court objecting to any aspect of the Settlement in compliance with **Section III.E.**

17. "Objection Deadline" means the last date by which a Class Member may object to the Settlement, the request of Class Counsel for Attorneys' Fees and Costs, or Class Counsel's

application for a Service Award. The Objection Deadline will be specified in the Preliminary Approval Order and Class Notice.

18. "Opt-Out" means a request by a Class Member for exclusion from the Class by following the procedures in the Preliminary Approval Order and Class Notice.

19. "Opt-Out Deadline" means the last date a Class Member may request exclusion from the Class, which the Parties shall recommend be set no later than 97 days after the QR Code Posting Date. The Opt-Out Deadline will be specified in the Preliminary Approval Order and Class Notice.

20. "Preliminary Approval Date" means the date on which the Court enters the Preliminary Approval Order.

21. "Preliminary Approval Order" means the Order preliminarily approving this Settlement and approving the form of notice to Class Members, in substantially the same form as **Exhibit 7**, which includes items set forth in **Section III.A.2**, below.

22. "The QR Code" means a QR Code generated by the Settlement Administrator that Defendant will post at all Cleveland Hopkins International Airport parking exit stations for a period of ninety (90) days beginning no later than ten (10) days after the Preliminary Approval Date. The QR Code will direct Class Members to the Settlement Website that will, among other things, (1) contain the Class Notice and (2) allow Class Members to electronically submit a Claim Form to the Settlement Administrator.

23. "QR Code Posting Date" means the date that Defendant first posts the QR Code as described above.

24. "Released Claims" means any and all actual, potential, filed, unfiled, known, unknown, fixed, contingent, claimed, unclaimed, suspected, and unsuspected claims, obligations,

promises, acts, demands, liabilities, rights, causes of actions, contracts, agreements, and extracontractual claims for relief of whatever kind or nature, under any theory; actual, consequential, statutory, punitive, exemplary, or multiplied damages; costs and expenses, including but not limited to attorneys' fees, whether in law or in equity, accrued or unaccrued, direct, individual, or representative of every nature and description whatsoever based on any federal, state, local, statutory, common law, constitutional, administrative, regulatory, or any other law, rule, or regulation, including the law of any jurisdiction, foreign or domestic, against the Released Persons that arose during the Relevant Time Period or arise in any manner in connection with the matters, issues, or facts alleged in, or which could have been alleged in, arising out of, or related to the Named Action or violations of FACTA.

25. "Released Persons" means Defendant and HUB Parking Technology USA, Inc., and each of their respective parents, subsidiaries, affiliated entities, divisions, predecessors, successors, assigns, as well as their respective current and former officers, directors, members, owners, employees, agents, attorneys, insurers, accountants, vendors, representatives, partners, and stockholders.

26. "Releasing Parties" means Named Plaintiffs, Class Members, and anyone claiming by or through them, including their spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, representative of any kind, shareholder, partner, director, employee, or affiliate.

27. "Relevant Time Period" means February 17, 2015, through May 19, 2016.

28. "Service Award" means any amount the Court awards to Named Plaintiffs to recognize their efforts and risks in prosecuting the Named Action on behalf of the Class. The amount of any Court-approved Service Award will be paid from the amount of any Attorneys'

Fees and Costs awarded by the Court and will be subject to the aggregate amount limitation of all such Attorneys' fees and Costs described above.

29. "Settlement" refers to the terms of this Settlement Agreement.

30. "Settlement Administrator" refers to Analytics Consulting LLC.

31. "Settlement Administration" refers to the services performed by the Settlement Administrator.

32. "Settlement Agreement" means this Class Action Settlement Agreement and its exhibits.

33. "Successful Opt-Out" means a Class Member's Opt-Out request made in compliance with **Section III.C.**

34. "Settlement Website" means the website the Settlement Administrator will establish as soon as practicable following entry of the Preliminary Approval Order. The Settlement Website shall contain (1) the Class Notice in downloadable PDF format in English and Spanish; (2) frequently asked questions about the Settlement; (3) a contact information page with contact information for the Settlement Administrator and addresses and telephone numbers for Class Counsel and Defendant's Counsel; (4) the Settlement Agreement; (5) the signed Preliminary Approval Order and publicly filed motion papers; (6) the operative complaint; (7) when they become available, the Fee and Service Award Application, the motion for entry of the Final Approval Order, and any motion papers and declarations, and (8) a method for electronically submitting a Claim Form to the Settlement Administrator. The Settlement Website shall not include any advertising.

35. "Valid Claim Form" means a Claim Form that the Settlement Administrator determines (1) includes the sworn statements set forth in **Section I.3.** above; and (2) complies with the conditions set forth in **Section II.A.**, below.

36. "Voucher" (Exhibit 8) shall have the meaning ascribed to it in **Section II.A** below and will consist of a form to be developed by the Settlement Administrator and agreed upon by the Parties.

II. SETTLEMENT CONSIDERATION AND NOTICE AND CLAIMS PROCEDURE

A. Procedure for Claiming Relief and Provision of Benefits

1. The QR Code will direct Class Members to the Settlement Website that will allow Class Members to electronically submit a Claim Form to the Settlement Administrator.

2. To be eligible to receive a Voucher, a Class Member must electronically submit to the Settlement Administrator through the Settlement Website and during the Claim Period a completed Valid Claim Form.

3. The Settlement Administrator will determine whether a Claim Form is a complete and Valid Claim Form. Any Claim Form that is not a complete and Valid Claim Form and/or that is not submitted during the Claim Period shall be rejected. Every Claim Form that the Settlement Administrator determines is duplicative or fraudulent shall also not be a Valid Claim Form and shall be rejected by the Settlement Administrator.

4. Class Members who submit a Valid Claim Form to the Settlement Administrator during the Claim Period shall, after the Effective Date, receive a Voucher for up to $23 to be used for airport parking at Cleveland Hopkins International Airport.

5. The payment of Attorneys' Fees and Costs as provided in this Settlement Agreement and the cost of Class Notice and Settlement Administration are the only cash consideration to be paid by Defendant pursuant to the Settlement.

6. The Voucher shall be mailed by the Settlement Administrator to the qualified Class Member at the residential street address provided to the Settlement Administrator.

7. The Voucher described in this section shall be subject to the following restrictions and limitations:

- Only one Voucher may be issued per Class Member
- Vouchers will be redeemable at the parking exit stations at Cleveland Hopkins International Airport for ninety (90) days from the date of issuance to the Class Member
- Vouchers are single-use, nontransferable, and nonrefundable
- Vouchers cannot be combined with other discounts or vouchers
- Vouchers are not redeemable for cash or gift cards

B. Resolution of Disputes.

1. The Court shall retain jurisdiction to enforce this Settlement.

2. In the event of any dispute, the Parties and the Settlement Administrator shall first attempt to resolve the dispute. If those efforts fail, the Parties shall submit the dispute to the Court. This shall include, among other things, potential disputes regarding Claim Forms suspected to be fraudulent or duplicative, or disputes regarding Settlement Administration.

C. Cost of Class Notice and Settlement Administration

1. Defendant shall pay the reasonable costs of the Class Notice and Settlement Administration required in this Settlement. These costs are paid in addition to, and not included in, the Attorneys' Fees and Costs that may be awarded by the Court.

D. Notice to Class Members

1. Within ten (10) days of the Preliminary Approval Date, as described above in **Section I.20**, Defendant will post the QR Code, which will direct Class Members to the Settlement Website that includes, among other things, a copy of the Class Notice in downloadable PDF format in English and Spanish (English version attached as **Exhibit 2**).

2. The QR Code will be posted on signs that will also include the following language, as shown on **Exhibit 3**:

> "Did you park here between February 17, 2015, and May 19, 2016, and use a credit or debit card for payment, and receive an electronically printed paper receipt? If so, you can scan the QR Code below to see if you might be eligible to receive a voucher of up to $23 to be used at this facility, subject to verification and certain limitations."

3. Within ten (10) days of the Preliminary Approval Date, the Settlement Administrator will activate the Settlement Website and initiate notice and an opportunity to submit a Claim Form.

4. Notice via Facebook will target people in the Cleveland media market with an interest in travel and will run during the Claim Period. Notice via Reddit will involve the Cleveland subReddit market and will run during the Claim Period (copy of Digital Notice attached as **Exhibit** 5).

5. Notice will include a one-time advertising run during the Claim Period in the Sunday Cleveland Plain Dealer (print edition) (copy attached as **Exhibit 4**.).

6. The Parties shall have the right to review and approve the contents of the Settlement Website and all Notice, and any other communications with the Class. The Parties

shall not unreasonably withhold approval of the Settlement Website and/or any aspect of the notice plan set forth in this Settlement Agreement, including the form and content of the Notice.

III. SETTLEMENT PROCEDURES

A. Preliminary Approval

1. As soon as practical after the execution of this Settlement Agreement, Plaintiffs shall move for a Preliminary Approval Order substantially in the form of **Exhibit 7** and as otherwise agreed by Defendant. Solely for the purposes of facilitating the Settlement, Defendant will not oppose entry of the Preliminary Approval Order.

2. The Preliminary Approval Order shall, among other things:

- preliminarily approve the Settlement Agreement as fair, reasonable, and adequate, including the terms of this Settlement Agreement;
- approve the proposed Class Notice and Claim Form in forms substantially similar to those attached hereto and authorize their dissemination to the Class Members in the manner set forth herein;
- approve the requirement that Class Members submit a Valid Claim Form to receive their Voucher;
- set deadlines consistent with this Settlement Agreement for providing the Class Notice and Claim Form, submitting the Claim Form, providing the Voucher, filing objections, submitting Opt-Out requests, and filing motions for final approval, attorneys' fees, and service awards;
- approve the Settlement Administrator;
- preliminarily enjoin 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
- set a date for a Final Approval Hearing.

B. Duties of the Settlement Administrator

The Settlement Administrator shall be responsible for the following tasks:

- generating the QR Code;
- implementing and distributing the Court-approved Class Notice as described herein;
- reporting to the Parties through an agreed-upon format and timeline the status of the Class Notice, claims, and administration of the Settlement;
- receiving Claim Forms from Class Members who timely submit them via the Settlement Website;

- at the beginning of the Claim Form review process, consulting with the parties' counsel to establish cost-effective review procedures;
- reviewing Claim Forms and determining whether each one is a timely and complete and Valid Claim Form;
- investigating any Claim Forms that are suspected of being fraudulent, and the Settlement Administrator shall use best practices and all reasonable efforts and means to identify and reject duplicate and/or fraudulent claims;
- resolving any Claim Form deficiencies;
- establishing and maintaining the Settlement Website;
- establishing and maintaining a post office box for Opt-Outs and Objections;
- reviewing Opt-Out requests and determining whether each one is a Successful Opt-Out;
- submitting a declaration to the Court and counsel at least twenty-eight days before the date scheduled for the Final Approval Hearing certifying that Class Notice was provided according to this Settlement Agreement, the number of Class Members who received the Claim Form, the number of complete and timely and Valid Claim Forms submitted, and the number of Class Members who submitted Successful Opt-Outs;
- developing a Voucher form to be approved by the Parties;
- after the Effective Date, mailing vouchers to Class Members who submitted a complete and timely Valid Claim Form;
- responding to inquiries from Class Members with respect to this Settlement; and
- performing any additional duties as the Parties may mutually direct or the Court may direct.

C. Opting Out

1. Following Preliminary Approval, a Class Member may remove himself or herself from the Class (and thus opt out of the Settlement), only by following the procedure set forth in this Section.

2. The Class Notice shall inform Class Members of their right to Opt-Out and not be bound by this Settlement Agreement if they follow the procedures set forth in this Section. The Class Notice shall include the Opt-Out Deadline and the other requirements that an Opt-Out request must satisfy to be treated as a Successful Opt-Out.

3. The Parties will recommend that the Opt-Out Deadline be set no later than 97 days after the QR Posting Date.

4. For a Class Member's Opt-Out request to be valid and treated as a Successful Opt-Out, it must (a) state their full name, address, and telephone number; (b) contain their personal and original signature or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on their behalf; (c) state unequivocally their intent to be excluded from the Class, to be excluded from the Settlement, not to participate in the Settlement, and to waive all rights to the benefits of the Settlement, and (d) be postmarked no later than the Opt-Out Deadline and sent to the Settlement Administrator at the address set forth in the Class Notice.

5. The Settlement Administrator shall promptly inform Defendant and Class Counsel of any and all Successful Opt-Outs.

6. Successful Opt-Outs shall receive no benefit or compensation under this Settlement Agreement and shall have no right to object to the Settlement Agreement or attend the Final Approval Hearing.

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

8. An Opt-Out request that does not comply with all of the foregoing, is not timely submitted or postmarked, or is sent to an address other than that set forth in the Class Notice is invalid and the person serving it shall be treated as a Class Member and bound by this Settlement Agreement and the Release contained herein. By mutual agreement, the Parties shall have discretion to treat any deficient Opt-Out requests as Successful Opt-Outs. The Settlement Administrator shall promptly inform Defendant and Class Counsel of any and all Opt-Out requests that fit within the first sentence of this paragraph.

9. No person shall purport to exercise any exclusion rights of any other person or purport (a) to opt-out Class Members as a group, aggregate, or class involving more than one Class Member or (b) to opt-out more than one Class Member on a single paper or as an agent or representative other than as mentioned in **Section III.C.4**. Any such purported opt-outs shall be void and the person(s) subject to such purported opt-out shall be treated as a Class Member.

10. Before the Final Approval Hearing, Class Counsel, defense counsel, and the Settlement Administrator shall create a list of Successful Opt-Outs and submit it to the Court. If any communication from a Class Member is unclear about whether it constitutes an Opt-Out or if the Parties disagree about whether the communication constitutes an Opt-Out, the Parties shall submit the communication to the Court for final resolution.

D. Inquiries from Class Members

1. It shall be the Settlement Administrator's responsibility to respond to all inquiries from Class Members with respect to this Settlement except to the extent inquiries are directed to Class Counsel.

2. Class Counsel and defense counsel must approve any FAQs or other materials the Settlement Administrator may use to answer inquiries from Class Members and shall confer and assist the Settlement Administrator as it requests.

E. Objections to the Settlement

1. Any Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, the request for Attorneys' Fees and Costs, or to the Service Award proposed in this Settlement, must mail or hand-deliver their written Objection to the Settlement Administrator at the address in the Class Notice and mail or hand-deliver the Objection

simultaneously to the Court, by the Objection Deadline. Objections may be submitted by counsel for a Class Member.

2. To be valid, an Objection must: (i) set forth the Class Member's full name, current address, and telephone number; (ii) contain their original signature or the signature of counsel; (iii) state they object to the Settlement, in whole or in part; (iv) set forth a statement of the basis for the Objection, including any legal support; (iv) contain facts supporting their status as a Class Member; (v) include copies of any documents they wish to submit in support of their Objection; and (vi) include the following language immediately above their signature and date: "I declare under penalty of perjury that the factual statements asserted herein are true and correct to the best of my knowledge and belief."

3. The Parties will recommend that the Objection Deadline be set no later than 97 days after the QR Posting Date, and to be valid, Objections must be postmarked or hand-delivered by the Objection Deadline to the Court and Settlement Administrator. The Objection Deadline shall be included in the Class Notice. An objector is not required to attend the Final Approval Hearing.

4. Any Class Member who submits a written Objection may appear at the Final Approval Hearing in person or through counsel hired at their expense.

5. Class Members (with or without attorneys) intending to make an appearance at the Final Approval Hearing must include on their timely and valid Objection the statement "Notice of Intention to Appear."

6. If an objecting Class Member (with or without their attorney or through their attorney) intends to speak at the Final Approval Hearing, he or she must say so in the "Notice of Intention to Appear" which must be served on the Court, Settlement Administrator, Class

Counsel, and defense counsel at the addresses identified in the Class Notice at least fourteen (14) days before the Final Approval Hearing. No objecting Class Member shall be heard at the Final Approval Hearing if an appropriate Notice of Intention to Appear is not timely submitted.

7. If the objecting Class Member intends to appear at the Final Approval Hearing with or through counsel, their Notice of Intention to Appear must identify the attorney(s) who will appear, including their name, address, phone number, email address, and the state bar(s) to which they are admitted.

8. If the objecting Class Member (or their counsel) intends to request the Court to allow the Class Member to present evidence, call witnesses, and or present argument at the Final Approval Hearing, they must make this request in their written Objection, which must also contain a summary of the evidence, a list of any witnesses, a summary of each witness's expected testimony, and a summary of any argument. No objecting Class Member shall introduce any evidence, witness or argument not included in their Objection.

9. If a Class Member makes an Objection through an attorney, the Class Member will be solely responsible for their attorneys' fees and costs.

10. Any Class Member who does not submit a timely Objection in accordance with this Settlement Agreement, the Class Notice, and otherwise as ordered by the Court shall not be treated as having filed a valid Objection to the Settlement and shall be barred from raising any objection to the Settlement. The Parties shall have discretion, subject to Court approval, to treat any purported Objections that are deficient as valid.

11. The Parties shall each have the right to respond not later than twenty-eight (28) days prior to the Final Approval Hearing to any timely Objection submitted by any Class Member.

F. Final Approval Hearing

1. The Parties will recommend the Court schedule the Final Approval Hearing for a date as soon as reasonably practicable.

2. The Parties will file their Motion for Final Approval, including responses to any objections, at least twenty-eight (28) days before the Final Approval Hearing.

3. Objectors, if any, shall file any response to Class Counsel's motions no later than 14 days before the Final Approval Hearing.

4. By no later than 7 days before the Final Approval Hearing, replies shall be filed to any filings by Objectors, if any.

5. Notwithstanding the requirements in **Section III.E** regarding Objections, any Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, by no later than 14 days before the Final Approval Hearing, mail or hand-deliver to the Court and Class Counsel and defense counsel and the Settlement Administrator a Notice of Appearance as described in the Class Notice, along with any other documents they wish to present at the Final Approval Hearing, and take all other actions or make any additional submissions as may be required in the Class Notice or as otherwise ordered by the Court.

6. No Class Member shall be permitted to raise matters at the Final Approval Hearing he or she could have raised in his or her Objection but failed to do so.

7. Any Class Member who fails to comply with the procedures set forth in this Settlement Agreement, the Class Notice, and any other order by the Court shall be barred from appearing at the Final Approval Hearing.

8. The Parties shall ask the Court to enter a Final Approval Order and Final Judgment in substantially the same form as **Exhibit 6** and which includes the items set forth in

Section I.14, above. Defendant's requests for entry of the Final Approval Order and Judgment shall not be an admission or concession that class certification or any other relief was appropriate or proper in the Named Action.

G. Litigation Stay

1. Except as necessary to secure approval of this Settlement Agreement, the Parties shall take no further litigation steps in the Named Action pending the issuance of a Final Approval Order and Final Judgment.

2. The Parties shall work together to stay all litigation matters to the extent any action is required by the Court in the Named Action.

H. Disapproval, Cancellation, Termination, or Nullification of Settlement

1. Each Party shall have the right to terminate this Settlement Agreement if: (i) the Court denies Preliminary Approval of this Settlement Agreement (or grants Preliminary Approval through an order that the terminating party deems in good faith to be materially different in form and substance from **Exhibit 7**); (ii) the Court denies Final Approval of this Settlement Agreement (or grants Final Approval through an order that the terminating party deems in good faith to be materially different in substance from **Exhibit 6**); or (iii) the Final Approval Order and Final Judgment do not become final because a higher court reverses Final Approval by the Court or modifies the Final Approval Order in a manner that the terminating party deems in good faith to be material, and the Court thereafter declines to enter a further order or orders approving the Settlement on the terms set forth herein. If a Party elects to terminate this Settlement Agreement under this paragraph, that Party must provide written notice to the other Parties' counsel, by hand delivery, mail, or e-mail within ten days of the occurrence of the condition permitting termination.

2. Nothing shall prevent Plaintiffs or Defendant from appealing or seeking other appropriate relief from an appellate court with respect to any denial by the Court of Final Approval of the Settlement.

3. If appellate proceedings result in an order after remand where the Settlement is approved in an Order in substantially the same form as **Exhibit 6**, that order shall be treated as a Final Approval Order.

4. This Agreement is conditioned on final approval without material modification by the Court. If this Settlement Agreement is terminated or not approved or if it fails to become effective, (i) this Settlement Agreement and all orders entered in connection with it shall be rendered null and void, and (ii) all Parties shall revert to their respective status in the Named Action as of the date and time immediately preceding the execution of this Settlement Agreement, and except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders were never executed, entered into, or filed, except the Parties shall not seek to recover from each another any costs and attorneys' fees in connection with this Settlement. In the event this Settlement Agreement is terminated, this Settlement Agreement and all negotiations, proceedings, documents prepared, and statements made in connection herewith shall be without prejudice to the Parties, and shall not be deemed or construed to be an admission or confession by any party of any fact, matter, or proposition of law, and shall not be used in any manner for any purpose.

IV. RELEASE

1. The Final Approval Order and Final Judgment shall provide that the Court dismiss the Named Action with prejudice as to the Named Plaintiffs and Class Members.

2. In consideration of the promises and covenants in this Agreement, the Releasing Parties, for good and sufficient consideration, the receipt and adequacy of which the Parties acknowledge, remise, release, and forever discharge, waive, and relinquish any and all Released Claims against any of the Released Persons.

3. The Releasing Parties acknowledge they may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of this release, but they intend to finally and forever settle and release their Released Claims. The Releasing Parties fully release and forever discharge the Released Persons from all Released Claims.

4. With respect to Released Claims, Releasing Parties who have not submitted Successful Opt-Outs agree they are expressly waiving and relinquishing all rights they have or might have relating to the Released Claims under (i) California Civil Code § 1542, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY

and (ii) the law of any state or territory of the United States, federal law, common law, or international or foreign law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

5. The Parties acknowledge they may discover facts different from or in addition to those they now believe to be true with respect to the Released Claims. On their own behalf and on behalf of the Releasing Parties, the Parties agree this release and waiver shall be and remain effective in all respects, notwithstanding different or additional facts or the discovery of those

facts, and this Settlement Agreement contemplates the extinguishment of all such Released Claims.

6. By executing this Settlement Agreement, the Parties acknowledge they (a) are represented by counsel; (b) have read and fully understand the provisions of California Civil Code § 1542; and (c) their counsel has advised them of, and they fully understand, the consequences of the above waiver and this Settlement Agreement generally.

7. The Releasing Parties agree not to sue or file a charge, complaint, grievance, demand for arbitration, or other proceeding against Defendant in connection with the Released Claims in any forum or assist or participate in any claim, arbitration, suit, action, investigation or other proceeding of any kind that relates to any matter involving the Released Claims unless required to do so by court order, subpoena or other directive by a court, administrative agency, arbitration panel, or legislative body or unless required to enforce this Settlement Agreement.

8. To the extent any claim, arbitration, suit, action, investigation, or other proceeding may be brought by a third party, Releasing Parties expressly waive any claim to monetary or other damages or any other form of recovery or relief, except for statutorily required witness fees.

9. The Parties agree the Released Persons may plead this Settlement Agreement as a full and complete defense to all Released Claims and causes of action being released according to this Settlement Agreement as to the Releasing Parties.

10. The Parties acknowledge and consent that the Settlement Agreement may be used as the basis for an injunction to halt any action, suit, or other proceeding based upon the Released Claims as to the Releasing Parties.

V. ATTORNEYS' FEES AND SERVICE AWARDS

A. Attorneys' Fees and Costs

1. Defendant agrees to Plaintiffs' request to be awarded an amount of up to $1,650,000 as Attorney's Fees and Costs incurred in the prosecution of the Named Action. The Court shall determine the final amount of the Attorney's Fees and Costs to be awarded, including any Court-awarded Service Awards described in **Section V.B**; however, such determination shall not exceed $1,650,000 for purposes of this Settlement Agreement.

2. Class Counsel shall file a petition for the approval of attorneys' fees and costs at least 10 days before the Objection Deadline.

3. If the Attorney's Fees and Costs finally approved by the Court is less than the amount applied for, no other relief may be sought from the Court to increase the award of Attorney's Fees and Costs, and Defendant shall not be required to pay any amount in addition to the amount approved by the Court.

B. Service Awards

1. Subject to the terms set forth in this section, Defendant agrees to a Service Award of $10,000 to Adam Savett for his efforts on behalf of the Class, and Michele Gerrits-Faeges rejects any Service Award.

2. If any Service Award is allowed by the Court, such Service Award shall be payable solely from the amount of any Attorneys' Fees and Costs allowed by the Court. Under no circumstances will Defendant be required to pay Attorneys' fees and Costs, including the amount of any Service Award, in an aggregate amount in excess of $1,650,000.

3. The Parties agree the Court shall determine the final amount, if any, of the Service Award.

4. Class Counsel shall file a Petition to approve the Service Awards in combination with their petition for Attorneys' Fees and Costs.

5. In the event the Service Award finally approved by the Court is less than the amount applied for, no other relief may be sought from the Court under this Agreement to increase the Service Award or make up some or all of the shortfall, and Defendant shall not be required to pay any amount in addition to the amount approved by the Court.

C. Payment of Attorneys' Fees and Costs and Service Awards

1. Within fourteen days of the Effective Date, Defendant shall wire the amount of any Attorneys' Fees and Costs, including any Service Awards, awarded by the Court to Class Counsel pursuant to written wire instructions to be provided by Class Counsel.

2. Defendant shall have no duty regarding the distribution of any Attorneys' Fees and Costs among Class Counsel, and no duty regarding the distribution of any Service Awards.

D. Effect on Settlement

1. The Parties agree the Court at the Final Approval Hearing will consider Plaintiffs' request for Attorneys' Fees and Costs, including any Service Awards, separately from matters relating to the Settlement.

2. Any order relating to the amount of Attorney's Fees and Costs or the Service Awards, including any appeals, modifications, or reversals of any related orders, shall not modify, reverse, terminate, or cancel the Settlement Agreement, affect the releases provided in it, or affect whether the Final Approval Order becomes a Final Judgment.

3. An award of Attorneys' Fees and Costs less than the amount requested shall not be deemed a material alteration to the Settlement Agreement and shall not be grounds for terminating it.

4. An award of Attorneys' Fees and Costs, including any Service Awards, greater than $1,650,000 would be deemed to be a material alteration of the terms of this Settlement Agreement and shall be grounds to terminate this Settlement Agreement.

VI. LIMITATIONS ON USE OF SETTLEMENT AGREEMENT

A. No Admission

1. Neither Defendant's acceptance of this Settlement Agreement nor the related negotiations or proceedings constitute a waiver of any defense or an admission with respect to the merits of the claims in the Named Action, the validity or certifiability for litigation of any claims that are or could have been asserted by Plaintiffs or Class Members, or Defendant's liability in the Named Action or in any other action.

2. Defendant denies any liability or wrongdoing associated with the claims alleged in the Named Action.

B. Limitations on Use

1. Absent Court order, this Settlement Agreement shall not be referred to or used, offered, or received into evidence in the Named Action or any other action for any purpose other than to enforce, protect, construe, or finalize the terms of the Settlement Agreement or to obtain the Preliminary Approval and Final Approval of the Settlement Agreement or to support or defend this Settlement Agreement on any appeal.

2. Notwithstanding the preceding paragraph, the Settlement Agreement may be introduced and pleaded as a full and complete defense to and may be used as the basis for an injunction against any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Settlement Agreement, and it may be used 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 defense against one of the Releasing Parties, or a Class Member or third party.

C. Public Statements/Non-Disparagement

1. Except as provided in this Settlement Agreement, neither Class Counsel, Named Plaintiffs, Defendant, nor defense counsel shall, directly or indirectly, issue any press release or other public statement or initiate press coverage of the Settlement except as may be a necessary part of the process for approving the Settlement as provided herein.

2. Neither Named Plaintiffs, Class Counsel, Defendant, nor Defendant' counsel shall disparage any Party regarding any issue related to the Named Action.

VII. MISCELLANEOUS PROVISIONS

A. Claims Against Settlement Benefits.

If a third party, such as a bankruptcy trustee, former spouse, or other third party, has a claim or claims to have a claim against the Voucher made to a Class Member, it is the Class Member's responsibility to transmit the voucher or any related funds to the third party.

B. Counterparts.

1. This Settlement Agreement may be executed in counterparts and each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one and the same Settlement Agreement.

2. The Parties agree this Settlement Agreement may be executed by electronic signature, including DocuSign or such other commercially available electronic signature software, which shall be treated as an original signature as though ink-signed by a duly authorized representative of each Party for all purposes and shall have the same force and effect as though ink-signed.

C. Integration Clause

1. This Settlement Agreement and its exhibits contain the entire agreement and understanding of the Parties concerning the subject matter contained herein.

2. The Parties have signed no promises, representations, warranties, or covenants not expressly set forth in this Settlement Agreement.

3. This Settlement Agreement and its exhibits supersede all prior agreements or understandings (whether oral or written), if any, between or among the Parties with respect to the subject matter contained herein.

D. Independent Judgment and Advice of Counsel

1. Each Party warrants it is acting upon its independent judgment and upon the advice of counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other party other than the warranties and representations expressly made in this Settlement Agreement.

2. The Parties warrant they have read this Settlement Agreement, have received legal advice from the counsel of their choice with respect to the advisability of entering into this Settlement and fully understand its legal effect.

3. Each Party warrants 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.

E. Governing Law

This Settlement Agreement shall be construed, enforced, and administered under Illinois law without giving effect to its conflicts-of-law provisions.

F. Jurisdiction

After entry of the Final Approval Order and Final Judgment, the Court shall retain jurisdiction with respect to enforcing this Settlement, and the Parties and Class Members submit to the Court's exclusive jurisdiction with respect to the enforcement of this Settlement and any dispute with respect thereto.

G. Exhibits and Recitals.

The exhibits to this Settlement Agreement and the Recitals set forth at the beginning of this Settlement Agreement are an integral and material part of this Settlement Agreement and are incorporated and made a part of it.

H. No Assignments or Transfer of Claims.

1. Plaintiffs warrant (i) they own the Released Claims; (ii) no other person or entity has any interest in the Released Claims; (iii) they have not sold, assigned, conveyed, or transferred any Released Claim or demand against Defendant; and (iv) they have the sole and exclusive right to settle and release the Released Claims.

2. Plaintiffs warrant to the best of their knowledge, information, and belief, they have no actual or potential claims against Defendant not included in the Released Claims.

I. Confidentiality of Class Member Information.

1. The Parties agree that personal information concerning Class Members (including, but not limited to, names, addresses, email addresses, and the make and model of the vehicle used during the class period) may be highly confidential. Therefore, the Parties agree no

one other than people directly employed by Defendant or to whom Defendant has expressly permitted access shall be allowed to access such information except the Settlement Administrator and the Court to the extent necessary to effectuate the Settlement.

2. Nothing contained in this Settlement Agreement shall preclude the Settlement Administrator from disclosing information to Class Counsel according to the terms of this Settlement Agreement in which case Class Counsel also agrees to keep any confidential information confidential except to the extent such information must be disclosed in Court filings, such as concerning the Settlement Administrator's determinations regarding the number of Class Members who received the Claim Form, the number of Class Members who received Vouchers, and the number of Class Members who opted-out of the Settlement.

3. Other than disclosures to Counsel authorized in this Section, the Settlement Administrator shall keep all Class Members' personal and confidential information confidential. The Parties further agree that Class Members' personal and confidential information shall be used solely for the purpose of effecting this Settlement.

J. No Waiver.

The failure of any Party to insist upon compliance with any of the provisions of this Settlement Agreement or the waiver thereof shall not be deemed or construed as a waiver or relinquishment of such provision in any other instance or as a waiver or relinquishment by such Party of any other provision of this Settlement Agreement.

K. No Tax Withholding or Advice.

Class Members shall be solely responsible for reporting and payment of any federal, state, or local income or other tax or any withholding, if any, on any of the benefits conveyed pursuant to this Settlement Agreement. Class Counsel and Defendant make no representations

and have made no representations as to the taxability of the relief to Named Plaintiff and the other Class Members. Class Members—just as Class Counsel, Named Plaintiffs, and Defendant—are responsible for seeking their own tax advice at their own expense.

L. No Amendment.

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

M. 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.

N. Arm's-Length Negotiations

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 Defendant's Counsel.

O. Cooperation.

Plaintiffs, Defendant, Class Counsel, and Defendants' Counsel agree to cooperate with each other, act in good faith, and use their best efforts to affect the implementation of the Settlement Agreement.

[SIGNATURE PAGE FOLLOWS]

Plaintiffs:

Adam Savett

Signed by:
Michele Gerrits-Faeges
038F2019B0E94A6...

Michele Gerrits-Faeges

Counsel for Plaintiffs

s/Daniel R. Karon

Defendant:

By: _____
SP Plus LLC (formerly known as SP Plus Corporation)

Counsel for Defendant

Plaintiffs:

Adam Savett

Michele Gerrits-Faeges

Counsel for Plaintiffs

Defendant:

By: _____
SP Plus LLC (formerly known as SP Plus Corporation)

Counsel for Defendant

Plaintiffs:

Adam Savett

Michele Gerrits-Faeges

Counsel for Plaintiffs

Defendant:

By: _____

SP Plus LLC (formerly known as SP Plus Corporation)

Counsel for Defendant

s/Steven H. Gistenson

Savett v. SP Plus LLC
Index of Exhibits to Settlement Agreement

Exhibit	Description
1	Claim Form
2	Long Form Notice
3	Point of Sale Notice
4	Published Notice
5	Digital Ad Notice
6	Proposed Final Approval Order and Judgment
7	Proposed Preliminary Approval Order
8	Voucher

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EXHIBIT 1

SAVETT v. SP PLUS CORP. SETTLEMENT
CLAIM FORM

YOU MUST SUBMIT YOUR CLAIM FORM NO LATER THAN DATE.

PERSONAL INFORMATION. Please provide the following information requested below. This information will be used to deliver your Voucher and communicate with you if any issues arise with your claim.

Name*

First Name | Middle Name (optional) | Last Name

Residential Street Address*

Address Line 1

City | State | ZIP Code

E-mail Address*

Telephone Number:

Make and Model of Car or Truck You Parked at the Cleveland Hopkins Airport from February 17, 2015 through May 19, 2016*

Confirmation of Settlement Class Membership. I declare that during the period from from February 17, 2015, through May 19, 2016, I paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card and received an electronically printed paper receipt.

Acknowledgement. I have received notice of the class action Settlement in this case and I am a member of the class of persons described in the notice. I agree to release all the claims, known and unknown. I submit to the jurisdiction of Cook County Chancery Division, with regard to my claim and for purposes of enforcing the release of claims stated in the Settlement Agreement.

I am aware that I can obtain a copy of the full notice and Settlement Agreement at [website] or by writing the Settlement Administrator at [contact info]. I agree to furnish additional information or documentation to support this claim if required to do so.

By submitting this Claim Form I certify under the penalty of perjury that the foregoing is true and correct to the best of my knowledge.

☐ I agree to use electronic records and signatures.

Please read the Electronic Signature Disclosure at https://www.collectivesection.com/esc/use/

SIGNATURE*

Clear

Use your mouse or finger to draw your signature above

Submit Claim Form

EXHIBIT 2

IF YOU USED A CREDIT OR DEBIT CARD TO PAY FOR PARKING AT THE MAIN PARKING DECK AT CLEVELAND HOPKINS INTERNATIONAL AIRPORT FROM FEBRUARY 17, 2015, THROUGH MAY 19, 2016, AND RECEIVED AN ELECTRONICALLY PRINTED PAPER RECEIPT, YOU MAY BE ELIGIBLE TO RECEIVE A **VOUCHER FOR UP TO $23 FOR PARKING** AT CLEVELAND HOPKINS INTERNATIONAL AIRPORT.

A STATE COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION FROM A LAWYER.

A Class Action Settlement Agreement ("Settlement") has been proposed in the class action lawsuit called *Savett v. SP Plus Corp.*, No. 17CH2437, pending in the Circuit Court of Cook County, Chancery Division (the "Action"). If the Court gives final approval to the Settlement, SP Plus LLC (formerly known as SP Plus Corporation), including its officers, directors, owners, operators, parents, subsidiaries, affiliates, employees, agents, representatives, lawyers, and insurers (the "Defendant") will provide, for each Class Member who parked in the main parking deck at Cleveland Hopkins International Airport and paid with a credit card or debit card and received an electronically printed paper receipt during the Relevant Time Period and properly and timely completes and submits a Valid Claim Form, one nontransferable Voucher for up to $23.00 for parking at the Cleveland Hopkins International Airport.

Your legal rights may be affected whether or not you act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
SUBMIT A CLAIM FORM	If you submit a valid claim form and the Settlement becomes effective, you will receive a voucher and will give up your rights to sue the Defendant on any Released Claim, as defined in the Settlement Agreement**.** You must submit a Valid Claim Form to receive one Voucher worth up to $23.00.	Deadline: _____
EXCLUDE YOURSELF	If you exclude yourself from the Settlement, you will not receive a Voucher under the Settlement. Excluding yourself is the only option that allows you to bring or maintain your own lawsuit against the Defendant for a Released Claim.	Deadline: _____
OBJECT	You may file a written objection telling the Court why you object to (i.e., don't like) the Settlement and think it should not be approved. Submitting an objection does not exclude you from the Settlement.	Deadline: _____

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		
GO TO A HEARING	The Court will hold a hearing to consider the Settlement, the request for attorneys' fees of the lawyers who brought the Action, and the Named Plaintiffs' request for service awards for bringing the Action. You may, but are not required to, speak at the hearing about any objection you filed to the Settlement. If you intend to speak at the hearing, you must also submit a "Notice of Intention to Appear" indicating your intent to do so.	Final Approval Hearing Date and Time: _____
DO NOTHING	If you do nothing, you will not receive any financial benefits from the settlement, but you will give up your rights to pursue or continue to pursue a Released Claim against the Defendant.	N/A

- These rights and options—**and the deadlines to exercise them**—are explained in more detail below.
- The Court in charge of this Action has preliminarily approved the Settlement and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement.

WHAT THIS NOTICE CONTAINS

BACKGROUND INFORMATION

1. *Why did I get this notice?*

You received this Notice because a Settlement has been reached in this Action. You might be a member of the Settlement Class and may be eligible for the relief detailed below.

This Notice explains the nature of the Action, the general terms of the proposed Settlement, and your legal rights and obligations. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement (which defines certain capitalized terms used in this Notice), see Section 21 below.

2. *What is this lawsuit about?*

Plaintiffs Adam Savett and Michele Gerrits-Faeges (the "Named Plaintiffs") filed a lawsuit against the Defendant on behalf of themselves and all others similarly situated. The lawsuit alleges that the Defendant printed more than the last 5 digits of credit card and debit card numbers on electronically printed paper receipts provided to cardholders at the main parking deck at Cleveland Hopkins Airport in violation of the Fair and Accurate Credit Transactions Act, 15 U.S.C. § 1681c(g)(1) from February 17, 2015, through May 19, 2016.

The Defendant denies each and every one of the allegations of unlawful conduct, any wrongdoing, and any liability whatsoever, and no court or other entity has made any judgment or other determination of any liability. The Defendant further denies that any Class Member is entitled to any relief and, other than for Settlement purposes, that this Action is appropriate for certification as a class action.

The issuance of this Notice is not an expression of the Court's opinion on the merits or the lack of merits of the Named Plaintiffs' claims in the Action.

For information about how to learn about what has happened in the Action to date, please see Section 21 below.

3. *Why is this a class action?*

In a class action lawsuit, one or more people called "Named Plaintiff(s)" (in this Action, Adam Savett and Michele Gerrits-Faeges) sue on behalf of other people who allegedly have similar claims. For purposes of this proposed Settlement, one court will resolve the issues for all Class Members. The company sued in this case, SP Plus LLC, is called the Defendant.

4. *Why is there a Settlement?*

The Named Plaintiffs have made claims against the Defendant. The Defendant denies that it did anything wrong or illegal and admits no liability. The Court has **not** decided whether the Named Plaintiffs or Defendant should win this Action. Instead, both sides agreed to a Settlement. That way, they avoid the cost of a trial, and the Class Members will receive relief now rather than years from now, if at all.

5. *How do I know if I am part of the Settlement?*

The Court has decided that everyone who fits the following description is a Class Member for purposes of the proposed Settlement:

All people who, from February 17, 2015, through May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card and received an electronically printed paper receipt.

Excluded from the Class are Plaintiffs' and Defendant's counsel, their employees, and family members of both, employees of Defendant and HUB Parking Technology USA, Inc., and family members of both, and Court personnel and their family members. The Class also does not include any person who timely and properly excludes themself from the Class..

6. *I'm still not sure if I am included.*

If you are still unsure whether you are included, you can write to the Settlement Administrator for free help. The email address of the Settlement Administrator is _____ and the U.S. postal (mailing) address is _____.

THE PROPOSED SETTLEMENT

7. *What relief does the Settlement provide to the Class Members?*

The Defendant has agreed to provide each Class Member who timely and validly completes and submits a Claim Form, one Voucher worth up to $23.00 to use for parking at Cleveland Hopkins International Airport, subject to the following restrictions and limitations: (1) only one voucher may be issued per Class Member; (2) Class Members can submit a Claim Form to request a Voucher for a period of ninety-seven (97) days following the QR Code Posting Date; (3) all Vouchers will be redeemable at the Cleveland Hopkins International Airport exit stations for ninety days from the date of issuance to the Class Member; (4) Vouchers are single-use, non-transferable, and non-refundable; (5) Vouchers cannot be combined with other discounts or vouchers; and (6) Vouchers are not redeemable for cash or gift cards.

You are entitled to receive only one Voucher, even if you parked multiple times at the main parking deck at Cleveland Hopkins International Airport.

HOW TO RECEIVE A VOUCHER—SUBMITTING A CLAIM FORM

8. *How can I get a Voucher?*

To qualify for one (1) Voucher worth up to $23.00, you must complete and submit a Claim Form. A Claim Form is available on the Internet at the website _____. The Claim Form may be submitted electronically. Read the instructions carefully, fill out the form, and submit it online on or before 11:59 p.m. (Central) on _____.

9. *When will I get my Voucher?*

As described in Sections 18 and 19 below, the Court will hold a hearing on _____ at _____, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. It's always uncertain when any appeals will be resolved, and resolving them can take time. You can check on the progress of the case on the website dedicated to the Settlement at _____. Please be patient.

10. *What are the limitations on using the Voucher?*

Vouchers are subject to the following limitations: (1) only one voucher may be issued per Class Member; (2) Class Members can submit a Claim Form to request a Voucher for a period of ninety-seven (97) days following the QR Code Posting Date; (3) all Vouchers will be redeemable at the Cleveland Hopkins International Airport exit stations for ninety days from the date of issuance to the Class Member; (4) Vouchers are single-use, non-transferable, and non-refundable; (5) Vouchers cannot be combined with other discounts or vouchers; and (6) Vouchers are not redeemable for cash or gift cards.

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS

11. *Do I have a lawyer in this case?*

The Court has ordered that the law firms of Karon LLC and Lynch Carpenter, LLP ("Class Counsel") will represent the interests of all Class Members. You will not be charged for these lawyers' services. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. *How will the lawyers be paid?*

The Defendant has agreed to pay Class Counsel's attorneys' fees and costs and the service awards described below in a total amount of up to $1,650,000, subject to approval by the Court. You will not be required to pay any attorneys' fees or costs. This amount is to compensate your attorneys for their eight years of work for which they have received no fees or reimbursement for their expenses. These fees, costs, expenses, and payments will

be paid separately by the Defendant and will *not* reduce the amount of benefits available to Class members.

13. *Will the Named Plaintiffs receive any compensation for their efforts in bringing this Action?*

Plaintiff Savett will request a service award of up to $10,000 for his service as Class representative and his effort in bringing the Action. Plaintiff Gerrits-Faeges rejects any Service Award. The Court will make the final decision as to the amount to be paid to Savett.

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS

14. *What am I giving up to obtain relief under the Settlement?*

If the Court approves the proposed Settlement, and if you do not exclude yourself from the Settlement, you will be releasing your claims against the Defendant. This generally means you will not be able to file a lawsuit, continue prosecuting a lawsuit, or be part of any other lawsuit against the Defendant regarding the claims in the Action and the Released Claims. The Settlement Agreement, available on the Internet at the website _____, contains the full terms of the release.

15. *How do I exclude myself from the Settlement?*

You may exclude yourself (also called "Opt-Out") from the Class and the Settlement. If you want to be excluded, you must send a signed letter or postcard with: (a) your full name, address, and telephone number; (b) your personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on your behalf); and (c) a clear statement that you wish to be excluded from the Settlement.

The request to exclude yourself must be postmarked no later than _____ and mailed to the Settlement Administrator at:

Savett v. SP Plus Corp. Settlement
c/o _____
_____
_____

If you timely request exclusion from the Class, you will be excluded from the Class, you will not receive a Voucher under the Settlement, you will not be bound by any judgment entered in the Action, and you will not be precluded from prosecuting any timely, individual Released Claim against the Defendant.

16. *How do I tell the Court that I disagree with the Settlement?*

If you wish to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the proposed Settlement, attorneys' fees, and/or any service awards, you must mail or hand-deliver to the Court a written objection at the address set forth below:

Clerk of the Cook County Chancery Court
50 W Washington St # 80
Chicago, IL 60602

The written objection must be hand-delivered or postmarked by [DATE].

At the same time and by the same deadline, you must also mail or hand-deliver copies of the written objection to the Settlement Administrator at the address set forth below.

Savett v. SP Plus Corp. Settlement
c/o _____
_____
_____

Any written objections must be in writing and contain: (a) the Class Member's full name, current address, and telephone number; (b) the Class Member's original signature or the signature of counsel; (c) a statement that the Class Member objects to the Settlement, in whole or in part; (d) a statement of the legal and/or factual basis for the Class Member's objection; (e) facts supporting their status as a Class Member; (f) include copies of any documents they wish to submit in support of their Objection; and (g) the following language immediately above their signature and date: "I declare under penalty of perjury that the factual statements asserted herein are true and correct to the best of my knowledge and belief."

You may, but need not, submit your objection through counsel of your choice. If you do make your objection through an attorney, you will be responsible for your personal attorneys' fees and costs.

If you do not timely object, you will be deemed to have waived all objections.

If you submit a proper written objection, you may appear at the Final Approval Hearing, either in person or through personal counsel hired at your expense, to object to the fairness, reasonableness, or adequacy of the Settlement Agreement or the proposed Settlement or the award of attorneys' fees. You are not required to appear. If you or your attorney intend to appear at the Final Approval Hearing, you must include on your timely and valid objection the statement "Notice of Intention to Appear". You must also submit a timely "Notice of Intention to Appear," which must be mailed to or hand-delivered to the Court, Settlement Administrator, Class Counsel, and defense counsel at the following addresses:

Daniel Karon

Karon LLC
631 W. St. Clair Ave.
Cleveland, OH 44113

Steven Gistenson
Dykema PLLC
10 S Wacker Dr., Suite 2300
Chicago, IL 60606

Savett v. SP Plus Corp. Settlement
c/o _____
_____
_____

Clerk of the Cook County Chancery Court
50 W Washington St # 80
Chicago, IL 60602

The Notice of Intention to Appear must be postmarked or hand-delivered to the above addresses at least fourteen (14) days prior to the Final Approval Hearing.

If you intend to appear at the Final Approval Hearing through counsel, your Notice of Intention to Appear must also identify the attorney(s) representing you who will appear at the Final Approval Hearing and include the attorney(s) name, address, phone number, email address, and the state bar(s) to which your counsel is admitted. Also, if you intend to request the Court to allow you to present evidence, call witnesses, and/or present argument at the Final Approval Hearing, such request must be made in your written Objection, which must also contain a summary of the evidence, a list of any such witnesses and a summary of each witness's expected testimony, and a summary of any argument. You will not be able to introduce any evidence, witness or argument not included in your Objection.

Finally, if you submit a valid and timely objection, you or your counsel may, no later than 14 days before the Final Approval Hearing, submit a response to Class Counsel's motions. Copies of those motions will be available on the Settlement Website. Your response must be mailed to or hand-delivered to the Court, Settlement Administrator, Class Counsel, and defense counsel at the following addresses:

Daniel Karon
Karon LLC
631 W. St. Clair Ave.
Cleveland, OH 44113

Steven Gistenson
Dykema PLLC
10 S Wacker Dr., Suite 2300
Chicago, IL 60606

Savett v. SP Plus Corp. Settlement
c/o _____
_____
_____

No later than 7 days before the Final Approval Hearing, replies may be filed to any filings submitted by Objectors.

17. *What is the difference between excluding myself and objecting to the Settlement?*

Objecting is simply telling the Court that you disagree with something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

FINAL APPROVAL HEARING

18. *What is the Final Approval Hearing?*

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. This is called a Fairness Hearing or Final Approval Hearing. The purpose of the hearing is for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the award of attorneys' fees and expenses to Class Counsel; and to consider the request for service awards to the Named Plaintiffs. You may attend, but you do not have to.

19. *When and where is the Final Approval Hearing?*

On _____, 2025, at _____ Central, a hearing will be held on the fairness of the proposed Settlement. At the hearing, the Court will be available to hear any objections and arguments concerning the proposed Settlement's fairness. The hearing will take place before the Honorable D. Renee Jackson in Courtroom ____ of the Circuit Court of Cook County, Chancery Division located at 50 W. Washington St., Chicago, IL 60602. The hearing may be postponed to a different date or time or location without notice. Please check _____ for any updates about the Settlement generally or the Final Approval Hearing specifically. If the date, time, or location of the Final Approval Hearing changes, an update to the Settlement website will be the only way you will be informed of the change.

20. *May I speak at the hearing?*

At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Settlement. You may speak at the Fairness Hearing only if

you have submitted a timely "Notice of Intention to Appear" which must be mailed or hand-delivered to the Court, Settlement Administrator, Class Counsel, and defense counsel at the following addresses:

Daniel Karon
Karon LLC
631 W. St. Clair Ave.
Cleveland, OH 44113

Steven Gistenson
Dykema PLLC
10 S Wacker Dr., Suite 2300
Chicago, IL 60606

Savett v. SP Plus Corp. Settlement
c/o _____
_____
_____

The Notice of Intention to Appear must be postmarked or hand-delivered to the above addresses at least fourteen (14) days prior to the Final Approval Hearing.

If you have requested exclusion from the Settlement, you may not speak at the hearing.

ADDITIONAL INFORMATION

21. *How do I get more information?*

To see a copy of the Settlement Agreement, the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, and the operative complaint filed in the Action, please visit the Settlement website located at: _____. Alternatively, you may contact the Settlement Administrator at the email address _____ or the U.S. postal (mailing) address: _____.

This description of the Action is general and does not cover all of the issues and proceedings that have occurred. In order to see the complete file you may visit _____ or visit the Clerk's office at Room 601, 50 W Washington St, Chicago, IL 60602. The Clerk will tell you how to obtain the file for inspection and copying at your own expense.

22. *What if my address or other information has changed or changes after I submit a Claim Form?*

It is your responsibility to inform the Settlement Administrator of your updated information. You may do so at the address below:

Savett v. SP Plus Corp. Settlement
c/o _____
_____
_____

****

103612.000040 4902-5110-0531.1

EXHIBIT 3

Did you park here from February 17, 2015, through May 19, 2016, and use a credit or debit card for payment, and receive an electronically printed paper receipt? If so, you can scan the QR Code below to see if you might be eligible to receive a voucher of up to $23 to be used at this facility, subject to verification and certain limitations.

103612.000040 4912-4159-3947.2

EXHIBIT 4

Legal Notice of Class Action Settlement
Savett v. SP Plus Corp., Case No. 17CH2437
Cook County Chancery Division

If you used a credit or debit card to pay for parking at the main parking deck at Cleveland Hopkins International Airport from February 17, 2015 through May 19, 2016 and received an electronically printed paper receipt, this Notice provides information about a proposed class action settlement that could affect your legal rights.

A settlement has been reached with SP Plus LLC (formerly known as SP Plus Corporation) ("Defendant") in a class-action lawsuit alleging that more than the last five digits of credit card and debit card numbers were included on electronically printed receipts during the time period described above. The settlement provides for a voucher worth up to $23 to be used for airport parking at Cleveland Hopkins International Airport, for class members who submit valid claim forms.

The Circuit Court of Cook County, Chancery Division will have a hearing to decide whether to give final approval to the settlement so that vouchers can be issued. Class members may submit a claim for a voucher, exclude themselves from the settlement, object to the settlement, or ask to speak at the final approval hearing. For a detailed notice and to submit a claim go to www.DOMAIN.com.

What's this about?

The lawsuit claims that Defendant violated the Fair and Accurate Credit Transactions Act by printing more than the last five digits of credit card and debit card numbers on electronically printed receipts. SP Plus LLC denies that it has violated any laws and denies that it has engaged in any wrongdoing. The settlement does not mean that the Defendant did anything wrong. Instead, the parties agreed to the settlement to avoid the costs and risks of a trial.

Who's included?

The settlement includes anyone who used a credit or debit card to pay for parking at the main parking deck at Cleveland Hopkins International Airport from February 17, 2015 through May 19, 2016, and received an electronically printed paper receipt.

What benefits does the Settlement provide?

If it becomes effective, the settlement will provide a voucher to Class Members who submit valid claim forms, good for one Voucher worth up to $23.00 to use for parking at Cleveland Hopkins International Airport.

How do you ask for a Voucher?

You fill out a form on the settlement website, [website address]. Claim Forms must be submitted by Month 00, 202X. Vouchers will be distributed after the Court grants final approval to the settlement and the settlement becomes effective.

What are your other options?

You may choose whether to stay in the Class. If you submit a claim form or do nothing, you are choosing to stay in the Class. This means you will be bound by all orders and judgments of the Court, and you will not be able to sue or continue to sue the Defendant about the legal claims resolved by this settlement. If you stay in the Class you may object to the settlement if you do not like some part of it. You or your own lawyer may also ask to appear and speak at the hearing, at your own cost. Objections and requests to appear are due by Month 00, 202X. If you do not want to stay in the Class, you must submit a request for exclusion by Month 00, 202X. The detailed notice on the website, _____, explains how to file a claim, object, ask to appear and speak at the Final Approval Hearing, or request exclusion.

The Court's Final Approval Hearing

The Court will hold a hearing in this case, known as *Savett v. SP Plus Corp.*, No. 17CH2437, GD-21-009142, on Month 00, 202X, at : _.m. to consider whether to approve: the settlement; a request by the lawyers representing Class members for attorney fees, costs, and expenses of up to $1,640,000; and a $10,000 payment to Plaintiff Savett who worked on behalf of the entire Class. Plaintiff Gerrits-Faeges rejects any such payment. These fees, costs, expenses, and payments will be paid separately by the Defendant and will *not* reduce the amount of benefits available to Class members. If the settlement is approved, Class Members will release the Defendant from all claims listed in the Settlement Agreement. A copy of the Settlement Agreement is available at the website.

How do you get more Information?

To learn more, visit the website, or write to *Savett v. SP Plus Corp*. Settlement, c/o Analytics Consulting LLC, _____.

www.DOMAIN.com

EXHIBIT 5

If you parked at the main parking deck at

CLEVELAND HOPKINS AIRPORT

from **February 17, 2015,** *through* **May 19, 2016,** *and used a credit or debit card for payment and received an electronically printed paper receipt, you may be eligible to receive a voucher usable for* **future parking** *at Cleveland Hopkins Airport.*

LEARN MORE

Visit www.website.com

EXHIBIT 6

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ADAM SAVETT, on behalf of himself and all others similarly situated, Plaintiff, vs. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendant.	2017 CH 02437 Honorable D. Renee Jackson

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

On _____, this Court entered an order granting preliminary approval of the Settlement between Plaintiff and the Class and Defendant SP Plus LLC (formerly known as SP Plus Corporation) ("Defendant") as memorialized in the Settlement Agreement attached to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement;

Beginning on ___, pursuant to the notice requirements set forth in the Settlement Agreement[1] and Preliminary Approval Order, the Class was apprised of the nature and pendency of the action, the terms of the Settlement, and their right to request exclusion, file claims, object, and/or appear at the Final Approval Hearing;

[1] Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

On _____, Class Counsel filed their Application for Attorneys' Fees and Service Awards and accompanying brief and supporting exhibits, and on _____, Plaintiffs filed their Motion for Final Approval of the Settlement and accompanying brief and supporting exhibits;

On _____, the Court held a Final Approval Hearing to determine (1) whether the Settlement is fair, reasonable, and adequate; and (2) whether final approval should be ordered and judgment entered dismissing all claims asserted against Defendant. Having given an opportunity to be heard to all requesting persons in accordance with the Preliminary Approval Order; having heard the presentation of counsel for the Parties; having reviewed all of the submissions presented with respect to the proposed Settlement including Plaintiff's Final Approval Motion and supporting papers, the Settlement Agreement, any objections filed with or presented to the Court, the Parties' responses to any objections made, and counsels' arguments; and having been satisfied that Class Members were properly notified of their right to appear at the Final Approval Hearing in support of or in opposition to the proposed Settlement, the award of attorneys' fees, costs of settlement administration, and the payment of service awards, this Court finds good cause to **GRANT** Plaintiff's Final Approval Motion and **GRANT** Class Counsel's Application for Attorneys' Fees and Service Awards.

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of this action and over all claims raised therein and all Parties thereto, including the Class Members. The Court also has personal jurisdiction over the Parties and the Class Members. Pursuant to the Parties' request, but without affecting the finality of the Final Order and Judgment in any way, the Court will retain jurisdiction over this action and the Parties until final performance of the Settlement Agreement, and it shall retain exclusive jurisdiction with respect to enforcing this Settlement and any dispute with respect thereto.

2. Upon review of the record, the Court finds that the Settlement Agreement is, in all respects, fair, reasonable, and adequate, is in the best interests of the Class, and is therefore approved. The Court finds that the Parties faced significant risks, expenses, delays, and uncertainties, including as to the outcome of continued litigation of this complex matter, which further supports the Court's finding that the Settlement is fair, reasonable, adequate, and in the best interests of the Class Members.

3. The Settlement Agreement and every term and provision thereof shall be deemed incorporated herein as if explicitly set forth and shall have the full force of an Order of this Court.

4. Extensive arm's-length negotiations took place in good faith, several parts of which were presided over by the experienced and Honorable Judge Diane Welsh (ret.) of JAMS, between Class Counsel and Defendant's Counsel, resulting in the Settlement Agreement.

5. Defendant has agreed, after the Effective Date, to provide each Class Member who timely completes and submits a Valid Claim Form one Voucher worth up to $23.00 to use for parking at Cleveland Hopkins International Airport, subject to the following restrictions and limitations: (1) only one voucher may be issued per Class Member; (2) Class Members can submit a Claim Form to request a Voucher for a period of ninety-seven (97) days following the QR Code Posting Date; (3) all Vouchers will be redeemable at the Cleveland Hopkins International Airport exit stations for ninety (90) days from the date of issuance to the Class Member; (4) Vouchers are single-use, non-transferable, and non-refundable; (5) Vouchers cannot be combined with other discounts or vouchers; and (6) Vouchers are not redeemable for cash or gift cards.

6. The Parties adequately performed their obligations under the Settlement Agreement.

Notice to the Class

7. The Notice Program set forth in the Settlement Agreement, and effectuated pursuant to the Preliminary Approval Order, satisfied 735 ILCS 5/2-801, the constitutional requirement of due process, and any other legal requirements, having (i) fully and accurately informed Class Members about the lawsuit and Settlement; (ii) provided sufficient information so that Class Members could decide whether to accept the benefits offered, opt-out and pursue their own remedies, or object to the Settlement; (iii) provided procedures for Class Members to opt out of the proposed Settlement, to appear at the hearing, and to state objections to the proposed Settlement; and (iv) provided the time, date, and place of the Final Approval Hearing, thereby constituting the best notice practicable under the circumstances.

Class Certification

8. This Court certifies the following Settlement Class, which the Court finds meets the requirements for certification for settlement purposes: "All people who, from February 17, 2015 through May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card and received an electronically printed paper receipt." The class excludes Plaintiffs' and Defendant's counsel, their employees, and family members of both, employees of Defendant and HUB Parking Technology USA, Inc., and family members of both, and Court personnel and their family members. The Class also does not include any person who timely and properly excluded themself from the Class.

9. The Court finds that for settlement purposes only, the prerequisites for class action treatment of claims under the Illinois Code of Civil Procedure, including numerosity, commonality, predominance, adequacy, and appropriateness of class treatment, have been satisfied.

10. Karon LLC and Lynch Carpenter, LLP are hereby appointed as Class Counsel for the Settlement Class for settlement purposes only.

11. The Court also appoints Adam Savett and Michele Gerrits-Faeges as class

representatives for the Settlement Class for settlement purposes only.

Objections and Opt-Outs

12. All persons who satisfy the Class definition above are Class Members, though persons who timely submitted valid requests for exclusion are not Class Members. The list of persons who submitted valid requests for exclusion is attached hereto as Exhibit 1.

13. _____objections to the Settlement, request for attorneys' fees, and/or requests for Service Awards were filed by Class Members. The Court has considered all objections and finds the objections do not counsel against final approval, and the objections are hereby overruled in all respects.

14. All persons who have not objected to the Settlement in the manner provided in the Settlement are deemed to have waived any objections to the Settlement, including but not limited to, by appeal, collateral attack, or otherwise.

Award of Attorneys' Fees, Costs of Settlement Administration, and Service Awards

15. The Court hereby awards Class Counsel (Karon LLC and Lynch Carpenter, LLP) attorneys' fees of $1,640,000, which is fair and reasonable in light of the nature of this case, Class Counsel's experience and efforts in prosecuting this Action, and the benefits obtained for the Class.

16. Plaintiff Savett will request a service award of up to $10,000 for his service as Class representative and his effort in bringing the Action. Plaintiff Gerrits-Faeges rejects any Service Award. The Court will make the final decision as to the amount to be paid to Savett.

17. Any order or proceedings relating to the Motion for Attorneys' Fees, Costs, and Service Awards, or any appeal from any order relating thereto or reversal or modification thereof, shall not disturb or affect this Final Order and Judgment or affect or delay its finality.

Other Provisions

18. The Parties shall carry out their respective obligations under the Settlement Agreement.

19. After the Effective Date, and as set forth in the Settlement Agreement, the relief provided for shall be made available to the Class Members pursuant to the terms and conditions of the Settlement Agreement. The Court hereby directs the Settlement Administrator to carry out its remaining obligations under the Settlement Agreement, including completing the claims process and distributing Vouchers after the Effective Date to each member of the Class who timely submitted a Valid Claim Form.

20. This Order applies to all claims or causes of action settled under the Settlement Agreement and binds all Class Members, including those who did not properly request exclusion under the Preliminary Approval Order. This order does not bind persons who submitted timely and valid Requests for Exclusion, as identified on Exhibit 1.

21. Plaintiffs and all Class Members who did not properly request exclusion are: (a) deemed to have released and discharged the Released Persons from all claims arising out of or asserted in this Action and the Released Claims; and (b) barred and permanently enjoined from asserting, instituting, or prosecuting, either directly or indirectly, these claims. The full terms of the release described in this paragraph are set in the Settlement Agreement and are specifically incorporated herein by this reference.

22. As of the Effective Date, the Releasing Parties, each on behalf of themselves and their respective successors, assigns, legatees, heirs, and personal representatives, shall automatically be deemed to, and shall in fact, have remised, released, and forever discharged, waived and relinquished any and all Released Claims against any of the Released Persons.

23. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this release, but it is their intention to finally and forever settle and release the Released Claims they may have.

24. As of the Effective Date, with respect to all Released Claims, the Plaintiffs and Class Members who have not submitted Successful Opt-Outs of this Settlement agree that they

are expressly waiving and relinquishing any and all rights that they have or might have relating to the Released Claims under (i) California Civil Code § 1542, which reads as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY,

and (ii) any law of any state or territory of the United States, federal law, or principle of common law or of international or foreign law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

25. The Releasing Parties acknowledge that they may hereafter discover facts different from, or in addition to, those which they now believe to be true with respect to the Released Claims. On their own behalf and on behalf of the Releasing Parties, the Releasing Parties agree that the foregoing release and waiver shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of those facts, and that this Settlement Agreement contemplates the extinguishment of all such Released Claims.

26. All Class Members are bound by this Final Approval Order and Judgment and by the terms of the Settlement Agreement.

27. Having granted final approval to this Settlement, the Court dismisses on the merits and with prejudice all claims asserted against Defendant in this action.

NOW, THEREFORE, this Court, finding that no reason exists for delay, hereby directs the Clerk to enter this Order and Judgment forthwith.

IT IS SO ORDERED AND ADJUDGED:

_____

Honorable D. Renee Jackson Date

EXHIBIT 7

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ADAM SAVETT, on behalf of himself and all others similarly situated, Plaintiff, vs. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendant.	2017 CH 02437 Honorable D. Renee Jackson

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS SETTLEMENT

And now this __ day of _____, 2025, upon review of Plaintiffs' unopposed motion for preliminary approval of class settlement, it is hereby ORDERED, ADJUDGED, and DECREED:

1. The Court has reviewed the Parties' Settlement Agreement and Exhibits attached thereto and Plaintiff's unopposed motion and brief in support of preliminary approval.[1]

2. For purposes of this class settlement, the Court has jurisdiction over the subject matter of this action and personal jurisdiction over all parties to the litigation, including all Class Members.

[1] Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

Reasonableness of the Settlement

3. The Court finds that (i) the Settlement resulted from extensive and good-faith negotiations at arm's length; (ii) the Settlement was concluded after extensive discovery, litigation, class certification, affirmance of this Court's class-certification order, and multiple mediations; and (iii) the terms of the Settlement as evidenced by the Settlement Agreement appear to be sufficiently fair, reasonable, and adequate in light of the risks, delays, and expenses of further litigation, warranting the sending of notice and the scheduling of a final fairness hearing.

4. The Court finds that the Settlement Agreement provides sufficient compensation to Class Members and creates an equitable claims process that will allow Class Members the opportunity to share in the Settlement compensation provided.

5. Defendant has agreed, after the Effective Date, to provide each Class Member who timely completes and submits a Valid Claim Form one Voucher worth up to $23.00 to use for parking at Cleveland Hopkins International Airport, subject to the following restrictions and limitations: (1) only one voucher may be issued per Class Member; (2) Class Members can submit a Claim Form to request a Voucher for a period of ninety-seven (97) days following the QR Code Posting Date; (3) all Vouchers will be redeemable at the Cleveland Hopkins International Airport parking exit stations for ninety (90) days from the date of issuance to the Class Member; (4) Vouchers are single-use, non-transferable, and non-refundable; (5) Vouchers cannot be combined with other discounts or vouchers; and (6) Vouchers are not redeemable for cash or gift cards.

6. To qualify for one Voucher worth up to $23.00, Class Members must complete and timely submit a Valid Claim Form. A Claim Form is available on the Internet at the website _____. The Claim Form must be submitted electronically. The Claim Form must be submitted online on or before 11:59 p.m. (Central) on _____.

Class Certification And Preliminary Certification of Settlement Class

7. This Court has previously certified a class in this case. The Court now preliminarily certifies the following Settlement Class, which the Court finds meets the requirements for certification for settlement purposes: "All people who, from February 17, 2015 through May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card and received an electronically printed paper receipt." The class excludes Plaintiffs' and Defendant's counsel, their employees, and family members of both, employees of Defendant and HUB Parking Technology USA, Inc., and family members of both, and Court personnel and their family members. The Class also does not include any person who timely and properly excludes themself from the Class.

8. The Court finds that for settlement purposes only, the prerequisites for class action treatment of claims under the Illinois Code of Civil Procedure, including numerosity, commonality, predominance, adequacy, and appropriateness of class treatment, have been preliminarily satisfied.

9. This Court's class-certification order appointed Karon LLC and Lynch Carpenter, LLP as Class Counsel. They are hereby preliminarily appointed as Class Counsel for the Settlement Class for settlement purposes only.

10. The Court also preliminarily appoints Adam Savett and Michele Gerrits-Faeges as class representatives for the Settlement Class for settlement purposes only.

11. The Court reserves the right to approve the Settlement with such modifications as may be agreed to by the Parties and without further notice to Class Members.

Appointment of Settlement Administrator and Approval of Notice Plan and Form of Notice

12. The Court finds that the form, content, and method of giving notice to the Class as described in the Settlement Agreement and exhibits: (a) constitute the best practicable notice to the Class; (b) are reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the action, the terms of the Settlement, and their rights under the Settlement;

(c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of 735 ILCS 5/2-801, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notices are written in plain language, use simple terminology, and are designed to be readily understandable by Class Members.

13. The Parties and Settlement Administrator are authorized to make nonmaterial modifications to the notices, including proofing and formatting alterations, without further Order from this Court.

14. Analytics Consulting LLC is approved as the Settlement Administrator. The Settlement Administrator is directed to carry out the notice plan in conformance with the Settlement Agreement and to perform all other tasks that the Settlement Agreement requires.

15. Defendant will pay the reasonable costs associated with claims administration and providing notice to Class Members.

16. The Settlement Administrator shall make available an electronic copy of this preliminary approval Order in a prominent location on the Settlement Website.

17. Counsel for the Parties are hereby authorized to agree to utilize all reasonable procedures in connection with the administration of the Settlement that are not materially inconsistent with this Order or the terms of the Settlement Agreement.

18. The Settlement Administrator shall review all submitted Claim Forms for completeness, legibility, validity, accuracy, and timeliness. The Settlement Administrator shall employ adequate and reasonable procedures and standards to prevent the approval of duplicate or fraudulent Claims. The Settlement Administrator may contact any Claimant to request additional information and documentation, including, but not limited to, information and documentation sufficient to allow the Settlement Administrator to: (a) verify that the information set forth in a Claim Form is accurate and the Claimant is a Class Member; and (b) determine the

validity of any Claim and/or whether any Claim is duplicative or fraudulent. Every Claim Form that is not a complete and Valid Claim Form and/or that is not submitted during the Claim Period shall be rejected. If feasible and cost-effective, the Settlement Administrator may contact Class Members who submitted incomplete Claim Forms to facilitate completion. Every Claim Form that the Settlement Administrator determines is duplicative or fraudulent shall also not be a Valid Claim Form and shall be rejected by the Settlement Administrator. Any disputes related to whether a Class Member has submitted a Valid Claim Form shall first attempt to be resolved between the parties and the Settlement Administrator. If those efforts are not successful, any remaining disputes shall be submitted to the Court.

Opting Out of the Class

19. Any Class Member may exclude themself (called "Opting-Out") from the Class and the Settlement. If they want to be excluded, they must send a signed letter or postcard with (a) their full name, address, and telephone number; (b) personal and original signature (or the original signature of a person previously authorized by law, such as a trustee, guardian or person acting under a power of attorney, to act on their behalf); and (c) a clear statement that they wish to be excluded from the Settlement, not to participate in the Settlement, and to waive all rights to the benefits of the Settlement.

20. The request to exclude must be postmarked no later than _____ and mailed to the Settlement Administrator at the address provided in the Long Form Class Notice available on the Settlement Website.

21. If a Class Member timely requests exclusion from the Class, they will be excluded from the Class, will not receive a Voucher under the Settlement, will not be bound by the terms of the Settlement Agreement or any order or judgment entered in the Action, and will not be precluded from prosecuting any timely, individual claim against Defendant based on the conduct complained of in the Action. They also shall have no right to object to the Settlement Agreement or attend the Final Approval Hearing.

22. Any Class Member who does not timely and validly Opt-Out from the Settlement shall be bound by the terms of the Settlement. If final judgment is entered, any Class Member who has not submitted a timely, valid written request to Opt-Out (in accordance with the requirements of the Settlement Agreement) shall be bound by all subsequent proceedings, orders and judgments in this matter, including but not limited to the releases set forth in the Settlement Agreement and the Final Approval Order and Judgment.

23. No person shall purport to exercise any exclusion rights of any other person or purport (a) to opt-out Class Members as a group, aggregate, or class involving more than one

Class Member or (b) to opt-out more than one Class Member on a single paper or as an agent or representative other than as mentioned in Paragraph 19 above. Any such purported opt-outs shall be void and the person(s) subject to such purported opt-out shall be treated as a Class Member.

24. Before the Final Approval Hearing, Class Counsel, defense counsel, and the Settlement Administrator shall create a list of Successful Opt-Outs and submit it to the Court. If any communication from a Class Member is unclear about whether it constitutes an Opt-Out or if the Parties disagree about whether the communication constitutes an Opt-Out, the Parties shall submit the communication to the Court for final resolution.

Objections to the Settlement

25. If a Class Member has not opted out of the Settlement and wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement, the Settlement, attorneys' fees, and/or any service awards, they must mail or hand-deliver their written Objection to the Settlement Administrator and mail or hand-deliver the Objection simultaneously to the Court, at the addresses listed in the Long Form Class Notice available on the Settlement Website. Objections must be hand delivered or postmarked by _____.

26. Any written objections must be in writing and contain: (a) the Class Member's full name, current address, and telephone number; (b) the Class Member's original signature or the signature of counsel; (c) a statement that the Class Member objects to the Settlement, in whole or in part; (d) a statement of the legal and/or factual basis for the Class Member's objection; (e) facts supporting their status as a Class Member; (f) include copies of any documents they wish to submit in support of their Objection; and (g) the following language immediately above their signature and date: "I declare under penalty of perjury that the factual statements asserted herein are true and correct to the best of my knowledge and belief."

27. Class Members may, but need not, submit their objection through counsel of their choice. If they do make their objection through an attorney, they will be responsible for their personal attorneys' fees and costs.

28. If Class Members do not timely object, they will be deemed to have waived all objections.

29. If Class Members submit a proper written objection, they may appear at the Final Approval Hearing, either in person or through personal counsel hired at their expense, and object to the fairness, reasonableness, or adequacy of the Settlement or the award of attorneys' fees and service awards. Objectors are not required to appear. If such Class Members or their attorney intend to appear at the Final Approval Hearing, they must include in their timely and valid objection the statement, "Notice of Intention to Appear."

30. If an objecting Class Member (with or without their attorney or through their attorney) intends to speak at the Final Approval Hearing, he or she must say so in a "Notice of Intention to Appear" which must be served on the Court, Settlement Administrator, Class Counsel, and defense counsel at the addresses identified in the Class Notice, at least fourteen (14) days before the Final Approval Hearing. No objecting Class Member shall be heard at the Final Approval Hearing if an appropriate Notice of Intention to Appear is not timely submitted. If a Class Member intends to appear at the Final Approval Hearing through counsel, they must also identify the attorney(s) representing them who will appear at the Final Approval Hearing and include the attorneys' name, address, phone number, email address, and the state bar(s) to which their counsel is admitted.

31. If the objecting Class Member (or their counsel) intends to request the Court to allow the Class Member to present evidence, call witnesses, or present argument at the Final Approval Hearing, they must make this request in their written Objection, which must also contain a summary of the evidence, a list of any witnesses, a summary of each witness's expected testimony, and a summary of any argument. No objecting Class Member shall introduce any evidence, witness or argument not included in their Objection.

32. The Parties shall each have the right to respond not later than twenty-eight (28) days prior to the Final Approval Hearing to any timely Objection submitted by any Class Member.

Termination of the Settlement and Use of this Order

33. If the Settlement Agreement terminates for any reason, this Action will revert to its previous status in all respects as it existed immediately before the Parties executed the Settlement Agreement. This Order will not waive or otherwise impact the Parties' rights or arguments.

34. If the Settlement is not finally approved or there is no Effective Date under the terms of the Settlement, this Order shall be of no force or effect; shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, or liability; shall not be construed or used as an admission, concession, or declaration by or against Plaintiffs or Class Members that their claims lack merit or that the relief requested is inappropriate, improper, unavailable; nor shall Defendant have waived any objections it may have asserted with respect to certification of the class or any other matter; and it shall not constitute a waiver by any party of any claims or defenses it may have in this Litigation or in any other lawsuit.

Stay of Proceedings and Preliminary Injunction

35. Except as necessary to effectuate this Order, this matter and any deadlines set by this Court are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment or until further order of this Court.

36. The Court further orders that all Class Members and their representatives who do not timely exclude themselves from the Settlement are preliminarily enjoined from filing, commencing, prosecuting, maintaining, intervening in, participating in, conducting, or continuing, individually, as class members or otherwise, any lawsuit (including putative class actions), arbitration, remediation, administrative or regulatory proceeding or order in any jurisdiction, asserting any claims based on or arising out of the matters, issues, or facts alleged in, or which could have been alleged in this lawsuit, or asserting any Released Claims.

Continuance of Final Approval Hearing

37. The Court reserves the right to adjourn or continue the Final Approval Hearing and related deadlines without further written notice to the Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

Final Approval Hearing and Filing Deadlines

38. A Fairness Hearing will be held on the _____, 2025, before the Honorable D. Renee Jackson in Courtroom ____ of the Circuit Court of Cook County, Chancery Division located at 50 W. Washington St., Chicago, IL 60602, to determine, among other things, whether: (a) the Settlement should be finally approved as fair, reasonable and adequate; (b) Class Members should be bound by the releases set forth in the Settlement Agreement; (c) the proposed Final Approval Order and Judgment should be entered; (d) the application of Class Counsel for an award of attorneys' fees should be approved; and (e) the application for a Service Award to the Class Representative should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing to determine whether the Settlement Agreement should be finally approved as fair, reasonable, and adequate.

39. Notwithstanding the requirements in Paragraph __ above regarding Objections, any Class Member who wishes to appear at the Final Approval Hearing, whether pro se or through counsel, must, by no later than 14 days before the Final Approval Hearing, mail or hand-deliver to the Court and Class Counsel and defense counsel and the Settlement Administrator a Notice of Appearance as described in the Class Notice, along with any other documents they wish to present at the Final Approval Hearing, and take all other actions or make any additional submissions as may be required in the Class Notice.

40. No Class Member shall be permitted to raise matters at the Final Approval Hearing he or she could have raised in his or her Objection but failed to do so.

41. Any Class Member who fails to comply with the procedures set forth in the Settlement Agreement, the Class Notice, and this Order shall be barred from appearing at the Final Approval Hearing.

42. Class Counsel shall file their Motion for Final Approval at least 28 days before the Final Approval Hearing, and a copy shall be placed on the Settlement Website.

43. Class Counsel shall submit their application for fees and the application for Service Awards at least 10 days before the Objection Deadline, and a copy of the application shall be posted on the Settlement Website.

44. Objectors, if any, shall file any response to Class Counsel's motions no later than 14 days before the Final Approval Hearing.

45. By no later than 7 days before the Final Approval Hearing, replies shall be filed to any filings by Objectors, if any.

46. Based on the date of this Order and the date of the Fairness Hearing, the following are certain dates associated with this Settlement:

Event	**Timing**
The Settlement Administrator shall establish the Settlement website; post a QR code at all Cleveland Hopkins International Airport parking exit stations for 90 days; initiate digital media via Facebook, targeting people in the Cleveland media market with an interest in travel to run during the Claim Period; initiate digital media via Reddit, targeting the Cleveland subReddit market to run during the Claim Period; and initiate a one-time advertising run during the Claim Period in the Sunday Cleveland Plain Dealer (print edition).	No later than 10 days after entry of this Order ("QR Code Posting Date")
Last day for Class Members to Opt-Out from or Object to the Settlement	97 days after the QR Code Posting Date
Last day for Class Members to file a claim	97 days after the QR Code Posting Date
Settlement Class Counsel to submit Petition for Attorneys' Fees and Service Awards	No later than 10 days before the Objection deadline (87 days after the QR Code Posting Date)
Motion for Final Approval to be filed, which will include responses to any objections	28 days before Final Approval Hearing
Objectors' Responses, if any, to Motion for Final Approval and/or Petition for Attorneys' Fees and Service Awards	14 days before Final Approval Hearing
Notices of Intent to Appear at Final Approval Hearing must be postmarked or hand-delivered	14 days before Final Approval Hearing
Replies to any filings by any Objectors	7 days before Final Approval Hearing

IT IS SO ORDERED:

_____

Honorable D. Renee Jackson Date

EXHIBIT 8

Savett v. SP Plus Corp. Settlement
c/o Analytics Consulting LLC
P.O. Box 200X
Chanhassen, MN 55317-200X

NOTICE OF SETTLEMENT AWARD

{Name}
{Address}
{City, State, Zip}

Claim Number:
Today's Date: {date}

Dear {Name}:

We are in receipt of the claim you submitted under the *Savett v. SP Plus Corp* Settlement. Upon review of your claim, it was determined that you qualify for the attached Settlement Voucher at Cleveland Hopkins International Airport.

The Settlement Voucher is valid until MONTH, DAY 2026 and is not transferable.

If you have any questions about the enclosed Coupons, you may contact the settlement administrator per the above information.

Sincerely,

Office of the Settlement Administrator

▼ REMOVE DOCUMENT ALONG THIS PERFORATION ▼

Savett v. SP Plus Corp. Settlement Voucher

Name
Address

Claim Number: XXXXXX
Today's Date: Month, Day, Year

This Settlement Voucher is good for up to $23.00 for parking at Cleveland Hopkins International Airport, subject to the following restrictions and limitations: (1) all Vouchers will be redeemable at the Cleveland Hopkins International Airport exit stations for ninety days from the date of issuance; (2) Vouchers are single-use, non-transferable, and non-refundable; (3) Vouchers cannot be combined with other discounts or vouchers; and (4) Vouchers are not redeemable for cash or gift cards.

The Settlement Voucher expires on MONTH, DAY 2026, does not entitle the holder to cash back, and is not redeemable for cash.

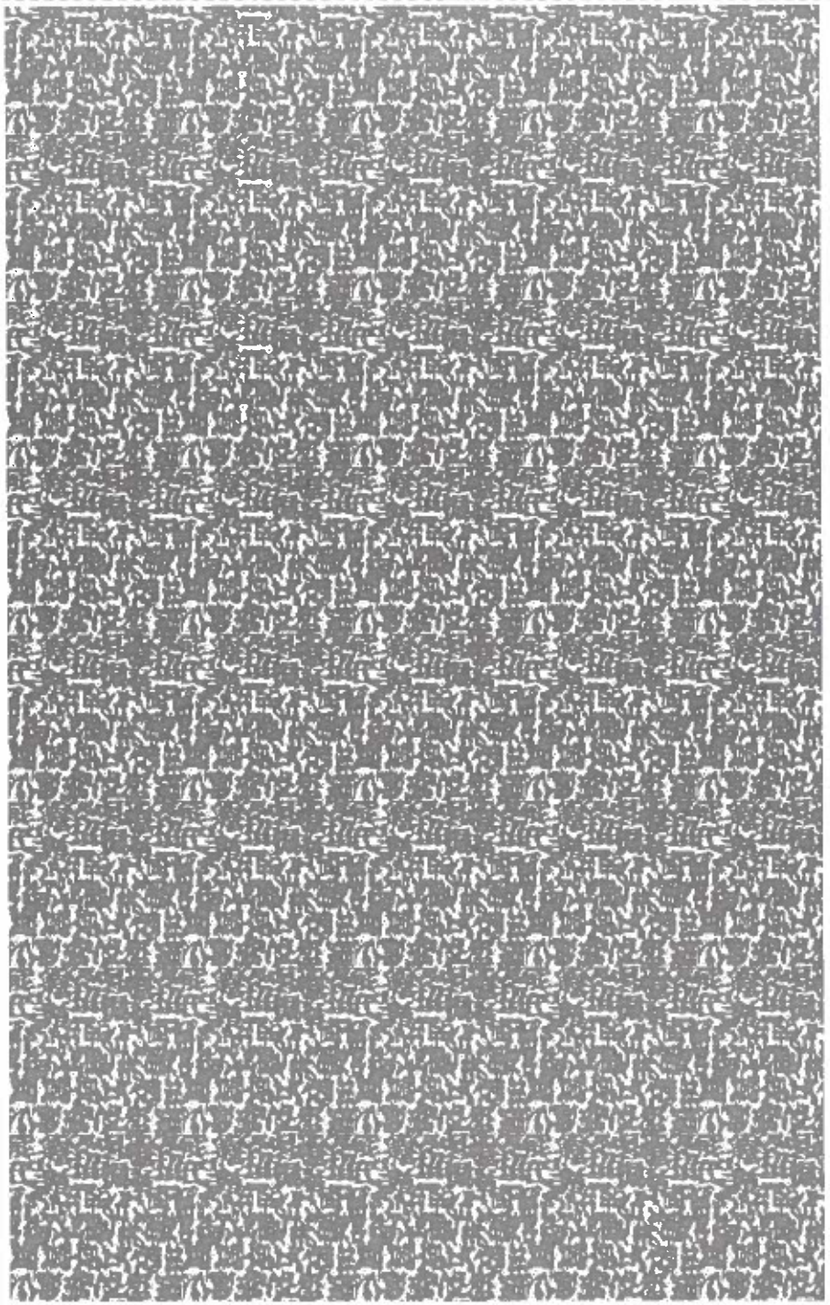
DOCUMENT CONTAINS BLUE PANTOGRAPH & MICROPRINTING. BACK HAS THERMOCHROMIC INK & A WATERMARK. HOLD AT AN ANGLE TO VIEW. VOID IF NOT PRESENT.

See Reverse Side For Easy Opening Instructions

SEE OTHER SIDE FOR OPENING INSTRUCTIONS

REMOVE THESE EDGES FIRST
FOLD, CREASE AND TEAR ALONG PERFORATION

REMOVE SIDE EDGES FIRST
THEN FOLD AND TEAR THIS STUB ALONG PERFORATION



FOLD, CREASE AND TEAR ALONG PERFORATION

FILED DATE: 12/8/2025 12:26 PM "2017CH02437

ENDORSE HERE

X

MP

☐ CHECK HERE IF MOBILE DEPOSIT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

Heat sensitive pink flag disappears when exposed to heat, by rubbing or touching with thumb.

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features	Description
Colored Background	• Face of check has a colored background.
Microprinting "MP"	• Small type appears as dotted line when photocopied.
Artificial Watermark	• Invisible watermark on back of check will appear when rubbed with a coin, under ultraviolet light or hold at an angle to view.
Bottom Warning Band	• Warning band at bottom of check lists security features.
Thermochromic Ink	• Pink flag on back of check should disappear when rubbed with thumb or finger.

MP

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION
GENERAL CHANCERY SECTION

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, **Plaintiffs,** **v.** **SP PLUS CORPORATION, formerly known as Standard Parking Corporation, and DOES 1 to 10,** **Defendants.**	**CASE NO. 17 CH 2437** **CALENDAR 11**
SP PLUS CORPORATION, **Defendant/Third-Party Plaintiff,** **v.** **HUB PARKING TECHNOLOGY USA, INC., a Deleware cooperation, as successor-in-interest to CTR Parking Solutions, LLC,** **Third-Party Defendant.**	

ORDER

This matter came before the Court for hearing on Plaintiffs' Motion for Class Certification. For the reasons explained below, the Court grants the motion and certifies the class.

BACKGROUND

This proposed class action involves airport parking lot receipts. Plaintiffs allege that when they parked at Cleveland Hopkins Airport, Defendant issued receipts that revealed too

many digits of Plaintiffs' credit or debit cards. Plaintiff Adam Savett filed this suit on February 17, 2017, claiming that the garage operator, Defendant SP Plus Corporation ("Defendant" or "SP Plus"), violated the Fair and Accurate Credit Transactions Act ("FACTA") amendment to the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq*. SP Plus filed a Third-Party Complaint against HUB Parking Technology USA, Inc. ("HUB"), alleging that the receipts at issue were printed by equipment and software controlled and maintained by HUB.

The operative pleading is the Amended Complaint filed on June 1, 2018, which added Michele Gerrits-Faeges as a named Plaintiff. It alleges that SP Plus violated FACTA's §1681c(g), which provides:

> [N]o person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of sale or transaction.

Plaintiff filed an initial Motion for Class Certification when he filed his Complaint, and on April 13, 2017 the Court entered and continued that motion generally. The litigation proceeded—through the COVID-19 pandemic—with the parties engaging in extensive motion practice and discovery. After discovery was complete, Plaintiffs filed the amended Motion for Class Certification now at issue. The Court reviewed the Motion and briefs, heard oral arguments in person on February 1, 2023, and took the matter under advisement.

THE PROPOSED CLASS

In their Amended Complaint, Plaintiffs identified the proposed class as:

> All people to whom Defendants provided an electronically printed receipt at the point of sale or transaction on or after a date two years before this lawsuit's filing that displayed (a) more than the last five digits of the person's credit or debit card number or (b) the expiration date of the person's credit or debit card.

(Amended Complaint ¶ 46).

The Motion for Class Certification revised this definition, and Plaintiffs now ask the Court to certify the following class:

> All people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card.
>
> The class excludes Plaintiffs' and Defendant's counsel, their employees, and family members of both, employees of SP Plus and HUB Parking and family members of both, and Court personnel and their family members.

ANALYSIS

Certification of a class in state court in Illinois is governed by Section 2-801 of the Illinois Code of Civil Procedure, which provides:

> An action may be maintained as a class action in any court of this State and a party may sue or be sued as a representative party of the class only if the court finds:
> **(1)** The class is so numerous that joinder of all members is impracticable.
> **(2)** There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members.
> **(3)** The representative parties will fairly and adequately protect the interest of the class.
> **(4)** The class action is an appropriate method for the fair and efficient adjudication of the controversy.

735 ILCS 5/2-801.

The proponent of the class has the burden of establishing these four prerequisites. Decisions regarding class certification are within the sound discretion of the trial court, as long as that discretion is exercised within the framework of Section 2-801. *Avery v. State Farm Mut. Auto. Ins. Co.*, 216 Ill. 2d 100, 125-26 (2005). In deciding whether to certify a proposed class, the trial court "accepts the allegations of the complaint as true and should err in favor of maintaining class certification, but should avoid deciding the underlying merits of the case or resolving unsettled legal questions." *CE Design Ltd. v. C&T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 9 (internal citations omitted).

Ascertainability

At the outset, SP Plus argues that Plaintiffs fail to establish the "implicit requirement" of ascertainability. They emphasize that the parties know the number of transactions that took place in each lane at the airport parking garages, but no one can associate those transactions with particular people. Relying heavily on *Grimes v. Rave Motion Pictures Birmingham, L.L.C.*, 264 F.R.D. 659 (N.D. Ala. 2010), SP Plus contends the proposed class in this case is too "amorphous and undefined" to be ascertained—Plaintiffs have not identified "who, exactly, are [the class members], and how can they be located?" (Dft's Resp. at 8).

Plaintiffs rely on different federal case, *Mullins v. Direct Digital LLC*, 795 F. 3d 654 (7th Cir. 2015), to support their position that the proposed class is sufficiently ascertainable. *Mullins* rejected the heightened ascertainability standard applied by some federal courts, stating, "District courts should continue to insist that the class definition satisfy the established meaning of ascertainability by defining classes clearly and with objective criteria." *Id.* at 672. Specifically, said the court, "Class definitions generally need to identify a particular group, harmed during a particular time frame, in a particular location, in a particular way." *Id.* at 660. Plaintiffs say

they've done that: the group = persons who parked in the main parking lot at Cleveland Hopkins Airport; the time frame = February 17, 2015 to May 19, 2016; the method of harm = payment with a credit card or debit card (which allegedly caused a noncompliant receipt to be generated).

Because Section 2-801 of the Illinois Code of Civil Procedure is based on Rule 23 of the Federal Rules of Civil Procedure, "federal decisions interpreting Rule 23 are persuasive authority with regard to questions of class certification in Illinois." *Avery v. State Farm Mut. Auto. Ins. Co.*, 216 Ill. 2d 100, 125 (2005). Neither *Grimes* nor *Mullins* is controlling authority, so the Court may consider both and decide which one is more persuasive.

Rather than considering "ascertainability" as an additional requirement separate from the four explicit elements of Section 2-801, the Court considers it as one factor to be taken into account in deciding whether a class action is "an appropriate method for the fair and efficient adjudication of the controversy" under 2-801(4). In analyzing this factor, the Court finds *Mullins* more persuasive. *Mullins* held that "courts should not decline certification merely because the plaintiff's proposed method for identifying class members relies on affidavits." *Id.* at 672. This is in keeping with Illinois cases holding that the names of class members need not be identified at the outset. *See, e.g., CE Design Ltd. v. C&T Pizza, Inc.*, 2015 IL App (1st) 131465 ¶ 14. When questioned at oral argument, Plaintiffs' counsel offered some ideas about how a claims administrator could get the word out to potential class members, and suggested that class members could file an affidavit under penalty of perjury to prove they are members of the class. This was sufficient in *Mullins*, and the Court finds it sufficient in our case.

The Court is satisfied that Plaintiffs have defined the class clearly and with objective criteria. The class is sufficiently ascertainable.

Numerosity

In their Motion, Plaintiffs initially maintained that the proposed class includes members who engaged in 1,080,415 parking transactions (or "parks"). Defendant questioned this number in its Response, and Plaintiffs in their Reply reduced their estimate to 483,817 parks.

The court in *Wood River Area Dev. Corp. v. Germania Fed. Sav. & Loan Ass'n*, 198 Ill. App. 3d 445 (5th Dist. 1990) noted there is "no bright line, no magic number" of class members needed to meet the numerosity requirement. But it also noted with approval this guideline often used in federal cases:

> If the class has more than forty people in it, numerosity is satisfied; if the class has less than twenty-five people in it, numerosity probably is lacking; if the class has between twenty-five and forty, there is no automatic rule and other factors ... become relevant.

Id. at 450 (1990). The standard is whether or not "joinder of all members is impracticable." 735 ILCS 5/2-801(1).

Taking into account that some class members would have parked at the subject parking lot more than once during the class period, the number of persons within the class is something smaller than 483,817 (the number of parking transactions). Still, it's safe to say the class contains well more than 40 members. Plaintiffs easily meet the numerosity requirement.

Commonality/Predominance

The second requirement is that the case must involve "questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members." 735 ILCS 5/2-801(2). As the Illinois Supreme Court has explained,

> The test for predominance is not whether the common issues outnumber the individual ones, but whether common or individual issues will be the object of most of the efforts of the litigants and the court. ... Satisfaction of section 2-801's predominance requirement necessitates a showing that "successful adjudication of the purported class representatives' individual claims will establish a right of recovery in other class members."

Smith v. Ill. Cent. R.R. Co., 223 Ill. 2d 441, 448-49 (2006) (internal citations omitted).

In analyzing the predominance element, the Court must "look beyond the pleadings to understand the claims, defenses, relevant facts, and applicable substantive law." *Smith*, 223 Ill. 2d 441 at 449. At the same time, the Court is mindful that it should not decide the underlying merits of the case at this stage.

Applying these guidelines, the Court finds that common questions do predominate in this case over questions affecting only individual members. Those common questions include:

- Did SP Plus provide class members with a receipt on which it printed more than the last five digits of their credit or debit card?
- Did SP Plus willfully violate FACTA?

Plaintiffs reference the deposition testimony of SP Plus and HUB employees to support their argument that SP Plus had a uniform practice of printing noncompliant receipts in the subject parking lanes during the class period. The evidence at trial may or may not prove this to be true, but in any event, it presents a common question of fact. Determining this issue for the class representatives will establish a right of recovery for the whole class. The Court rejects Defendant's contention that the Court will need to individually determine the circumstances of each class member's parking experience.

Among other things, Defendant raises the prospect that some class members were checked out of the parking facility not with HUB-supplied equipment and software that issued noncompliant receipts, but with a hand-held Verifone device that issued complaint receipts. Defendant says it will would need to question each individual class member to find out what kind of equipment was used for them.

We do not know at this point exactly how many times the Verifone devices were used, but Plaintiff submitted evidence they were used only sporadically. Based on this evidence, the Court finds that occasional use of the Verifone devices was not enough to defeat class certification. As the Seventh Circuit has stated,

> [A] class will often include persons who have not been injured by the defendant's conduct; indeed this is almost inevitable... . Such a possibility or indeed inevitability does not preclude class certification.

Kohen v. Pac. Inv. Mgmt. Co. LLC & PIMCO Funds, 571 F.3d 672, 677 (7th Cir. 2009).

Plaintiffs have satisfied the commonality and predominance element.

Adequacy of Representation

The third requirement for class certification is that the class representatives "will fairly and adequately protect the interest of the class." 735 ILCS 5/2-801(3). In evaluating proposed class representatives, the standard is whether their interests are the same as those of the rest of the class, and whether they will fairly represent the class. *See Miner v. Gillette Co.*, 87 Ill. 2d 7, 14 (1981). Plaintiffs ask the Court to approve as class representatives Adam Savett and Michele Gerrits-Faeges, who both claim to have been injured in the same way as the rest of the class—by receiving a receipt from the Cleveland Hopkins Airport that printed too many numbers of their credit card, in violation of FACTA.

SP Plus argues that Mr. Savett cannot fairly and adequately represent the interests of the class because he himself cannot pursue a claim under FACTA. SP Plus points out that Mr. Savett parked at the airport while on business trips, used a corporate credit card, and did not pay the credit card bill himself. SP Plus cites *Pezl v. Amore Mio*, 259 F.R.D. 344 (N.D. Ill. 2004), where the court held that a plaintiff was not an adequate class representative because he had used a business credit card and was therefore not a "consumer" under FACTA.

Plaintiffs cite other Northern District of Illinois cases that held otherwise, and the Court finds these cases more persuasive. The facts in our case mirror those of *Beringer v. Standard Parking Corp.*, No. 07 C 5027, 2008 U.S. Dist. LEXIS 72873 (N.D. Ill. Sep. 24, 2008)—

a FACTA case involving airport parking receipts issued at O'Hare. The court certified the class in *Beringer* over many objections, including that it was not possible to determine which transactions had been made with credit cards issued to individuals as opposed to those issued to entities. *Shurland v. Bacci Cafe & Pizzeria on Ogden, Inc.*, 259 F.R.D. 151 (N.D. Ill. 2009) reached the same result but explained its analysis of this issue in more detail, carefully parsing the language of FACTA and concluding that its "protections thus extend to holders of both business and consumer credit cards." *Id.* at 160.

This Court likewise holds that, while only natural persons (and not business entities) may be plaintiffs in an action under Section §1681n of FACTA, those natural persons may base their claim on a transaction using either a personal credit card or a business credit card. That means that Mr. Savett is not precluded from representing the class.

As for Ms. Gerrits-Faeges, Defendant argued she cannot represent the interests of the class because she didn't even save her receipt. Defendant also points to her deposition testimony that differs from what Mr. Savett testified concerning which digits were printed on the receipt. These facts do not disqualify Ms. Gerrits-Faeges from representing the interests of the class. While Ms. Gerrits-Faeges may not have retained the receipt to back up her claim, she has actively participated in this litigation and understands the issues in the case.

Defendant also questioned Plaintiffs' suitability as class representatives because of their social and business ties with counsel. Assuming the relationships were accurately described, the Court finds nothing of concern.

Further, the Court finds that proposed class counsel (Karon LLC and Lynch Carpenter LLP) are qualified to serve as class counsel. The Court has observed counsel's advocacy during the six years this case has been pending, and finds they are experienced and diligent class action attorneys who will fairly and adequately protect the interests of the class.

Plaintiffs have satisfied the adequacy element.

Appropriateness

Finally, a class action must be "an appropriate method for the fair and efficient adjudication of the controversy." 735 ILCS 5/2-801(4). In analyzing this element, a court must ask if a class action: "(1) can best secure the economies of time, effort and expense, and promote uniformity; or (2) accomplish the other ends of equity and justice that class actions seek to obtain." *Gordon v. Boden*, 224 Ill. App. 3d 195, 203 (1st Dist. 1991). As we have discussed, one factor in this analysis is whether Plaintiffs have defined the class is such a way that class members can be ascertained. They have, so that factor weighs in favor of certification.

The Court has also determined that Plaintiff meets the first three requirements of Section 2-801—the class is sufficiently numerous, common questions predominate, and class representatives and counsel will fairly and adequately protect the interest of the class. Illinois courts have recognized that, if a Plaintiff establishes these three requirements, it is "evident that the fourth requirement is fulfilled." *Id.* at 204.

The fairness and efficiency of determining the common issues in our case in one proceeding is apparent. The privacy rights of many individuals have allegedly been violated by the same practice. Individually, they incurred damages too small to justify a separate action. As a practical matter, they would have no redress for their claims if they could not join a class. A class action allows them to bring their claims and, at the same time, allows Defendant a full opportunity to defend against those claims and for the Court to efficiently adjudicate them. This is what class actions were designed to achieve.

CONCLUSION

The Court certifies the following class:

> All people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card.
>
> The class excludes Plaintiffs' and Defendants' counsel, their employees, and family members of both, employees of SP Plus and HUB Parking and family members of both, and Court personnel and their family members.

The Court appoints Adam Savett and Michele Gerrits-Faeges as class representatives.

The Court appoints Karon LLC and Lynch Carpenter LLP as class counsel.

This matter is continued to May 26, 2023 at 10:15 a.m. for further status by Zoom. Meeting **928 9663 2736,** Password **813107.**

If a party is unable to sign on with a computer or cell phone, a party may also dial in to the hearing by calling **312-626-6799**. Then, when prompted, enter the Zoom Meeting ID **(928 9663 2736),** and follow prompts as appropriate.

Judge Pamela McLean Meyerson

Judge Pamela McLean Meyerson

APR 21 2023

Circuit Court - 2097

2024 IL App (1st) 230931-U

No. 1-23-0931

Order filed December 26, 2024

THIRD DIVISION

NOTICE: This order was filed under Supreme Court Rule 23 and is not precedent except in the limited circumstances allowed under Rule 23(e)(1).

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiffs-Appellees, v. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendant-Appellant.	)	Appeal from the Circuit Court of Cook County.
SP PLUS CORPORATION, Defendant Third-Party Plaintiff, v. HUB PARKING TECHNOLOGY USA, INC., as Successor-in-interest to CTR PARKING SOLUTIONS, LLC, Third-Party Defendant.	)	2017 CH 2437 Honorable Pamela McLean Meyerson, Judge, Presiding.

JUSTICE MARTIN delivered the judgment of the court.
Justices Reyes and D.B. Walker concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court did not abuse its discretion in certifying this lawsuit as a class action.

¶ 2 In this interlocutory appeal, defendant SP Plus Corporation (SP Plus) challenges the trial court's order granting class certification to individuals who were issued electronically printed parking garage receipts that failed to truncate their credit card or debit card numbers. For the reasons that follow, we affirm the trial court's grant of class certification.

¶ 3 I. BACKGROUND

¶ 4 SP Plus is a Delaware corporation with its principal place of business in Chicago, Illinois. SP Plus manages public parking facilities at Cleveland Hopkins International Airport. HUB Parking Technology USA, Inc. (HUB), a third-party defendant, programs and maintains the software and automated equipment which provides the information that is electronically printed on the parking garage receipts.

¶ 5 Plaintiff Adam Savett contends he used the parking facility on at least three separate occasions and on each occasion, he received an electronically printed parking garage receipt which displayed eight digits of his credit card number. Section 1681c(g)(1) of the Fair and Accurate Credit Transactions Act (FACTA) "makes it illegal for businesses to print credit or debit card receipts that display more than the last five digits, and also makes it illegal for the receipt to reveal the card's expiration date." *Beringer v. Standard Parking O'Hare Joint Venture*, Nos. 07 C 5027, 07 C 5119, 2008 WL 4890501, at * 2 (N.D. Ill. Nov. 12, 2008) (citing 15 U.S.C. § 1681c(g)(1)). This section provides that: "no person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of the sale or transaction." 15 U.S.C.A. § 1681c(g)(1)).

¶ 6 "Congress enacted FACTA in 2003 as an amendment to the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681." *Kamal v. J. Crew Group, Inc.*, 918 F.3d 102, 106 (3d Cir. 2019). "The FACTA amendments were intended to thwart identity theft and credit and debit card fraud." *Lee v. Buth-Na-Bodhaige, Inc*. 2019 IL App (5th) 180033, ¶ 4.

¶ 7 On February 17, 2017, Savett filed a class action complaint in the circuit court of Cook County alleging that SP Plus willfully violated section 1681c(g)(1) by providing him and class members with "one or more electronically printed receipts that failed to comply with [the statute's] truncation requirement." Savett also filed a motion for class certification, seeking to certify the following class:

> "[A]ll people to whom [SP Plus] provided an electronically printed receipt at the point of sale or transaction on or after a date two years before this lawsuit's filing that displayed (a) more than the last five digits of the person's credit card or debit card number or (b) the expiration date of the person's credit or debit card."

¶ 8 On June 8, 2018, Savett amended his complaint to add Michele Gerrits-Faeges as a plaintiff. After extensive motion practice and discovery, and delay caused by the COVID-19 pandemic, the trial court entered an order on April 26, 2023, granting plaintiffs' motion for class certification. The class consisted of: "[a]ll people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card."

¶ 9 SP Plus filed a petition for leave to appeal pursuant to Illinois Supreme Court Rule 306(a)(8) (eff. Oct. 1, 2020), seeking to appeal the trial court's order. Our court granted the petition on June 12, 2023, and this interlocutory appeal followed.

¶ 10 II. ANALYSIS

¶ 11 On appeal, SP Plus claims that the trial court abused its discretion by granting class certification. We first consider the purpose of a class action lawsuit. The principal purpose of a class action suit is to promote efficiency and economy of litigation. *General Telephone Co. v. Falcon*, 457 U.S. 147, 159 (1982). The class action procedure is "predicated on the inability of the court to entertain the actual appearance of all members of the class as well the impracticality of having each member prosecute his individual claim." *Miner v. Gillette Co*., 87 Ill. 2d 7, 14 (1981). A class action suit allows "a representative party to pursue the claims of a large number of persons with like claims." *Id*.

¶ 12 Section 2-801 of the Illinois Code of Civil Procedure (Code) (735 ILCS 5/2-801 (West 2020)) sets forth the requirements for certifying a class. See *CE Design Ltd. v. C & T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 10. The trial court may certify a class if the proponent establishes that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the class, which predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interest of the class; and (4) the class action is the appropriate method for the fair and efficient adjudication of the controversy. *Id*. (citing 735 ILCS 5/2-801). These requirements are generally referred to as numerosity, commonality, adequacy of representation, and appropriateness. *Id*. The proponent of a class has the burden of establishing these requirements. *Aguilar v. Safeway Insurance Co.*, 221 Ill. App. 3d 1095, 1102 (1991).

¶ 13 "In determining whether to certify a proposed class, the trial court accepts the allegations of the complaint as true and should err in favor of maintaining class certification." *CE Design*, 2015 IL App (1st) 131465, ¶ 9. " 'The trial court's certification of a class will be disturbed only

upon a clear abuse of discretion or an application of impermissible legal criteria.' " *Ramirez v. Midway Moving & Storage, Inc.*, 378 Ill. App. 3d 51, 53 (2007) (quoting *Clark v. TAP Pharmaceutical Products, Inc.*, 343 Ill. App. 3d 538, 545 (2003)). An abuse of discretion occurs only where the trial court's ruling is arbitrary, fanciful, or unreasonable, or when no reasonable person would agree with the position adopted by the court. *Blum v. Koster*, 235 Ill. 2d 21, 36 (2009).

¶ 14 A. Ascertainability

¶ 15 SP Plus relies on federal caselaw to support its first argument that the trial court abused its discretion in finding that the plaintiffs satisfied their burden of establishing that this controversy was appropriate to proceed as a class action under section 2-801 of the Code. In support of this argument, SP Plus claims that plaintiffs' proposed class is not "ascertainable."

¶ 16 The ascertainability requirement is an implicit requirement for class certification under Rule 23 of the Federal Rules of Civil Procedure. See *Mullins v. Direct Digital, LLC*, 795 F.3d 654 (7th Cir. 2015). "[S]ection 2-801 is patterned after Rule 23 *** and federal decisions interpreting [this rule] are persuasive authority with regard to the question of class certification in Illinois." *Smith v. Illinois Central Railroad Co.*, 223 Ill. 2d 441, 447-48 (2006) (citing *Avery v. State Farm Mutual Automobile Insurance Co.*, 216 Ill. 2d 100, 125 (2005)). In *Mullins*, the Seventh Circuit determined that in addition to the four requirements necessary to certify a class under Rule 23(a)—numerosity, commonality of questions of law or fact, typicality of claims or defenses, and adequacy of representation—members of a proposed class must also be ascertainable. *Mullins*, 795 F.3d at 657-63.

¶ 17 Ascertainability means that the class must be "defined clearly and based on objective criteria." *Id*. at 659; see also *Davis v. City of Chicago*, No. 19 CV 3691, 2024 WL 579976, at * 2

(N.D. Ill. Feb. 13, 2024); *Brown v. Cook County*, 332 F.R.D. 229, 238 (N.D. Ill. 2019). "A clear definition is one that 'identif[ies] a particular group, harmed during a particular time frame, in a particular location, in a particular way.' " *Brown*, 332 F.R.D. at 238 (quoting *Mullins*, 795 F.3d at 660).

¶ 18 SP Plus contends that plaintiffs' proposed class is amorphous, impermissibly vague, and not ascertainable, as it includes individuals who either did not receive an electronically printed receipt or did not receive a receipt that printed more than the last five digits of their credit card or debit card numbers. SP Plus argues here, as it did below, that some class members who exited the parking garage during the relevant time periods may have received FACTA-compliant receipts printed on hand-held devices which properly truncated their credit card and debit card numbers. SP Plus maintains there is no way to determine the number of times the hand-held devices were used to transact credit or debit card payments during the relevant time periods. SP Plus further claims that "the class definition includes an undefined term—the so-called 'main parking deck'—which does not allow for the objective identification of any individual." We disagree with these contentions.

¶ 19 The possibility that some class members might not have been harmed because they may have received FACTA-compliant receipts printed on hand-held devices does not preclude class certification. The number of class members with a valid claim is an issue to be determined after class certification. *Parko v. Shell Oil Co*., 739 F.3d 1083, 1085 (7th Cir. 2014). As the Seventh Circuit Court of Appeals recognized:

> "[A] class will often include persons who have not been injured by the defendant's conduct; indeed this is almost inevitable because at the outset of the case many members of the class may be unknown, or if they are known still the facts bearing on their claims may be

unknown. Such a possibility or indeed inevitability does not preclude class certification." *Kohen v. Pacific Investment Management Co.*, 571 F.3d 672, 677 (7th Cir. 2009).

¶ 20 Moreover, a plaintiff is not required to identify every potential class member at the class certification stage. *CE Design*, 2015 IL App (1st) 131465, ¶ 14; *Marshall v. Grubhub Inc.*, No. 19-cv-3718, 2021 WL 4401496, at *8 (N.D. Ill. Sept. 27, 2021). "So long as a class is clearly defined with objective criteria, it is ascertainable." *Id*. (citing *Mullins*, 795 F.3d at 672).

¶ 21 In this case, the trial court certified a class defined as: "[a]ll people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card."

¶ 22 Thus, membership in the class is limited to individuals who paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card during the relevant time period. Class members are identifiable based on the electronically printed parking garage receipts they received during the relevant time period that failed to truncate their credit card or debit card numbers. These receipts are objective data that make the recipient clearly identifiable and ascertainable. See, *e.g.*, *Engel v. Scully & Scully, Inc.*, 279 F.R.D. 117, 127-28 (S.D.N.Y. 2011) (electronically printed receipts which displayed sixteen digits of credit card as well as card's expiration date were objective data satisfying the ascertainability requirement).

¶ 23 In addition, contrary to the contentions of SP Plus, the term "main parking deck" is not ambiguous as to the location where class members parked their vehicles during the relevant time period. At his deposition, Chris Matei, a senior manager at the parking facility, testified that the main parking garage has five levels—one for valet parking, one for employee parking, and the remaining three for public parking. There is a walkway from the parking garage to the airport terminal. Thus, the record demonstrates that the trial court and the parties were knowledgeable

about the location and physical layout of the main parking garage. In sum, the plaintiffs proposed class satisfies the implied ascertainability requirement.

¶ 24 B. Commonality

¶ 25 SP Plus next argues the trial court abused its discretion in finding that common issues predominate. To satisfy the commonality requirement for class certification, the proponent must demonstrate that questions of fact or law common to the class predominate over questions affecting only individual members of the class. *Bueker v. Madison County*, 2016 IL App (5th) 150282, ¶ 25. "Determining whether issues common to the class predominate over individual issues requires the court to identify the substantive issues that will control the outcome, assess which issues will predominate, and then determine whether these issues are common to the class." *Smith*, 223 Ill. 2d at 449.

¶ 26 Here, the trial court determined that the following factual and legal questions were common to the class and predominated over any questions affecting only individual class members: (1) "Did SP Plus provide class members with a receipt on which it printed more than the last five digits of their credit or debit card?" and (2) "Did SP Plus willfully violate FACTA?" We find no abuse of discretion in the trial court's determination that the commonality requirement was met.

¶ 27 The claims in plaintiffs' class action complaint are based on allegations that SP Plus willfully violated section 1681c(g)(1) of the FCRA by providing class members with electronically printed receipts that failed to comply with the statute's truncation requirements. "Factually, the claims depend upon the common contention that the defendant had a regular business practice of providing non-truncated receipts in violation of FACTA." *Engel*, 279 F.R.D. at 128. "Moreover, the case presents a single question of law across the entire class: Do the receipts printed by Defendant violate 15 U.S.C. § 1681c(g)?" *Rogers v. Khatra Petro, Inc.*, No. 2:08-CV-294, 2010

WL 3894100, at *4 (N.D. Ind. Sept. 29, 2010); see also *Beringer v. Standard Parking Corp.*, Nos. 07 C 5027, 07 C 5119, 2008 WL 4390626, at *2 (N.D. Ill. Sept. 24, 2008) (finding that the alleged conduct of defendant in printing receipts with inappropriate information created common questions of both fact and law). Accordingly, we find that plaintiffs satisfied the commonality requirement.

¶ 28 C. Adequate Representation

¶ 29 SP Plus next contends the trial court erred in finding that plaintiffs Adam Savett and Michele Gerrits-Faeges are adequate representatives of the purported class. Section 2-801(3) of the Code requires that "representative parties will fairly and adequately protect the interests of the class." 735 ILCS 5/2-801(3) (West 2020). "The purpose behind the adequate-representation requirement is to ensure that all class members will receive proper, efficient, and appropriate protection of their interests in the presentation of the claim." *Bueker*, 2016 IL App (5th) 150282, ¶ 40. To establish adequacy of representation, plaintiffs are required to show that their interests are the same as those class members not joined in the suit and that their attorney is qualified and generally capable of conducting the proposed litigation. *CE Design*, 2015 IL App (1st) 131465, ¶ 16.

¶ 30 SP Plus argues that Savett is not an adequate class representative because he does not qualify as a "consumer" entitled to bring suit for a FACTA violation since he paid for parking using his corporate credit card, rather than his personal debit or credit card. SP Plus contends that Savett's claims are based on a private right of action for FACTA violations under section 1681n(a) of the FCRA, which provides in relevant part that "[a]ny person who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer[.]" 15 U.S.C.A. § 1681n(a).

¶ 31 "FACTA defines 'consumer' as 'an individual,' thus limiting any private cause of action under § 1681n to natural persons, as opposed to artificial entities." *Shurland v. Bacci Café & Pizzeria on Ogden Inc.*, 259 F.R.D. 151, 161 (N.D. Ill. 2009) (quoting 15 U.S.C.A. 1681a(c)). "Although the FACTA does not limit the violation to consumers or individuals, the FCRA, through which FACTA violations are prosecuted, plainly does." *Keller v. Macon County Greyhound Park, Inc.*, No. 07-CV-1098, 2011 WL 1085976, at *7 (M.D. Ala. March 24, 2011).

¶ 32 SP Plus argues that Savett is not a "consumer" as required by FACTA. In support of this argument, SP Plus cites the decision in *Pezl v. Amore Mio, Inc.*, 259 F.R.D. 344 (N.D. Ill. 2009). In *Pezl*, the plaintiff used a business credit card to make a purchase at a restaurant and received a computer-generated receipt displaying more than five digits of his credit card number. *Pezl*, 259 F.R.D. at 345. Plaintiff sued the restaurant owners for violating FACTA's receipt-truncation provision.

¶ 33 The district court subsequently denied plaintiff's Rule 23(a) motion for class certification, finding that plaintiff failed to meet the rule's typicality requirement. A plaintiff's claim is typical under the rule if it "arises from the same event or practice or course of conduct that gives rise to the claims of other class members and [is] based on the same legal theory." *Beringer*, Nos. 07 C 5027, 07 C 5119, 2008 WL 4390626, at *2 (quoting *De LaFuente v. Stokely-Van Camp, Inc.*, 713 F. 2d 225, 232 (7th Cir. 1983)).

¶ 34 The *Pezl* court determined that plaintiff's claims were not typical of the proposed class because he made his purchase using a business credit card. The court held that the "typicality requirement" was not met because plaintiff's "transaction involved a business credit card, which creates a unique defense." *Pezl*, 259 F.R.D. at 348. The court noted that section 1681n of the FCRA provides a private right of action to consumer cardholders, not business entities. *Id*. at 347-48. The

court concluded that plaintiff was not entitled to relief under the FCRA because the "consumer" in the case was plaintiff's business, and not plaintiff. *Id*.

¶ 35 The trial court here considered the holding in *Pezl*, but declined to follow it, stating: "while only natural persons (and not business entities) may be plaintiffs in an action under Section § 1681n of FACTA, those natural persons may base their claim on a transaction using either a personal credit card or business credit card."

¶ 36 We agree with the trial court's ruling, which finds support in the cases of *Shurland v. Bacci Café & Pizzeria on Ogden Inc.*, 259 F.R.D. 151, 161 (N.D. Ill. 2009), and *Follman v. Village Squire, Inc.*, 542 F. Supp. 2d 816 (N.D. Ill. 2007).

¶ 37 In *Shurland*, the district court stated in part:

> "FACTA's protections *** extend to holders of both business and consumer credit cards. *** FACTA defines 'consumer' as 'an individual,' thus limiting any private cause of action under § 1681n to natural persons, as opposed to artificial entities. [Citation.] Despite this limitation, isolating 'consumer' cardholders from entity cardholders is unlikely to prove insurmountable for class identification purposes, and in any event, should not bar class certification." *Shurland*, 259 F.R.D. at 160-61.

¶ 38 In *Follman*, the district court stated in part:

> "It is of no moment that, inasmuch as a 'cardholder' might be an entity as opposed to an individual, § 1681c(g) protects a broader class than just consumers. Section 1681c(g) is 'clearly intended for the protection of consumers, even if it applies broadly to both individual cardholders and entity cardholders.' " *Follman*, 542 F. Supp. 2d at 819 (quoting *Leowardy v. Oakley, Inc.*, No. SACV 07-53 CJC, 2007 WL 1113984, *2 (C.D. Cal. Apr. 10, 2007)).

¶ 39 Although Savett paid for parking with a business credit card, the evidence demonstrates that his claims are typical of the class he seeks to represent. His claims, and those of the class, arise from the same practice of SP Plus electronically printing customer receipts displaying more than the last five digits of class members' credit or debit card numbers. In addition, Savett's claims are premised on the same legal theory as the claims advanced by class members, namely that the conduct of SP Plus constituted a willful violation of the FACTA. See *Beringer*, Nos. 07 C 5027, 07 C 5119, 2008 WL 4390626, at *2 (applying a similar analysis involving SP Plus, formerly known as the Standard Parking Corporation).

¶ 40 SP Plus argues that Michele Gerrits-Faeges is not an adequate class representative because there is no evidence that she ever received a noncompliant receipt, since she admitted that she did not retain a copy of the receipt. In addition, SP Plus points out that Gerrits-Faeges's deposition testimony is inconsistent with Savett's testimony concerning the last number of digits that were electronically printed on their respective receipts. We do not believe that either of these factors render Gerrits-Faeges an inadequate class representative.

¶ 41 First, any discrepancies between Gerrits-Faeges's deposition testimony and Savett's testimony about the last number of digits displayed on their respective receipts is not so material as to render Gerrits-Faeges an inadequate class representative. Inconsistencies between a plaintiff's deposition testimony and statements contained in other documents do not necessarily disqualify plaintiff from representing a proposed class. See *Kronfeld v. Trans World Airlines, Inc.*, 104 F.R.D. 50, 52 (S.D.N.Y. 1984).

¶ 42 Second, as for Gerrits-Faeges's failure to retain her receipt, it has been determined that "there are ample reasons for courts to certify a class without requiring members to provide a receipt. Imposing a receipt requirement would severely constrict consumer class actions where

most consumers do not keep receipts because the purchase price is low." *In re Kind LLC "Healthy & All Nat." Litig.*, 337 F.R.D. 581, 597 (S.D.N.Y. 2021)[1]. "Declining to certify classes when consumers are likely to lack proof of purchase 'would render class actions against producers almost impossible to bring.' " *In re Scotts EZ Seed Litig.*, 304 F.R.D. 397, 407 (S.D.N.Y. 2015) (quoting *Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 567 (S.D.N.Y. 2014)).

¶ 43 SP Plus next contends that plaintiffs have personal and business relationships with the class counsel, Daniel R. Karon, which renders them inadequate class representatives. According to SP Plus, Savett cannot adequately represent the interests of the class because he and Karon "are serial class action litigants who have collaborated together on a significant number of cases, switching roles back-and-forth as class counsel and named plaintiff." SP Plus argues that this pre-existing relationship between Savett and Karon raises ethical concerns and potential conflict-of-interest issues.

¶ 44 To support this argument, SP Plus relies on *Susman v. Lincoln American Corp.*, 561 F.2d 86, 95-96 (7th Cir. 1977), where the Seventh Circuit Court of Appeals affirmed a district court's determination that a proposed lead plaintiff was an inadequate representative due to an inherent conflict-of-interest. The case concerned two consolidated appeals. *Id*. at 87. In the first, the plaintiff, who was an attorney, was represented by an attorney from the same law firm. *Id*. at 94. In the second, the attorney was the class representative's brother. *Id*. at 95. There are no similar facts in the instant case. *Susman* is factually distinguishable.

¶ 45 Savett's past relationship with Karon "appears to be limited to representation in other matters." *Armes v. Shanta Enterprise, Inc.*, No. 07 C 5766, 2009 WL 2020781, at *4 (N.D. Ill. July 8, 2009). Unlike *Susman*, "there is no evidence that [Savett] has a familial or business relationship

[1]The proposed class was subsequently decertified. *In re Kind LLC "Healthy & All Nat." Litig.*, 627 F. Supp. 3d 269, 274 (S.D.N.Y. 2022).

with [Karon] outside of their attorney-client relationship." *Id*.

¶ 46 We also disagree with SP Plus's contention that Gerrits-Faeges is an inadequate class representative because of her friendship with Karon, or the fact that their children attended school together. We do not believe this has any bearing on Gerrits-Faeges's ability to adequately represent the interests of the class. Mere friendship between a class representative and class counsel does not necessarily render the representation inadequate. See *In re Toys "R" Us – Delaware, Inc. – Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 300 F.R.D. 347, 372-75 (C.D. Cal. 2013).

¶ 47 In sum, we hold the trial court did not abuse its discretion in finding that Savett and Gerrits-Faeges are adequate class representatives as required by section 2-801(3). In addition, we find that class counsel is qualified to represent the interests of the proposed class.

¶ 48 D. Numerosity

¶ 49 SP Plus finally contends that the proposed class is overbroad and thus fails the numerosity requirement because it includes:

> "[E]very single credit or debit card parking transaction at the Cleveland Airport Parking Facility during the purported class period, regardless of: the location where the transaction occurred; the type of equipment and software used in the transaction; whether an electronically printed receipt was provided; whether any such receipt printed more than the last five digits of the card number; and whether the parking patron was a 'consumer' or a business."

¶ 50 Contrary to SP Plus's contentions, the record shows that plaintiffs based their numerosity figure on "[a]ll people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card." The trial court

determined that plaintiffs established the required numerosity as their motion for certification identified "more than 40 members." Our court has found that " '[i]f the class has more than forty people in it, numerosity is satisfied.' " *Wood River Area Development Corp. v. Germania Federal Savings & Loan Ass'n*, 198 Ill. App. 3d 445, 450 (1990) (quoting Miller, *An Overview of Federal Class Actions: Past, Present, and Future*, Federal Judicial Center, at 22 (1997)).

¶ 51 Plaintiffs are not required to demonstrate a precise figure for the class size, as a good faith, nonspeculative estimate will suffice. *Cruz v. Unilock Chicago, Inc.*, 383 Ill. App. 3d 752, 771 (2008). What is required is that plaintiffs demonstrate "that the class is sufficiently numerous to make joinder of all of the members impracticable." *Id*. In this case, plaintiffs identified over forty potential class members, and therefore, we find that the trial court did not abuse its discretion in concluding that the proposed class satisfied the numerosity requirement.

¶ 52 Here, the trial court properly found that all four requirements for maintaining a class action under section 2-801 of the Code - numerosity, commonality, adequacy of representation, and appropriateness - were satisfied. The proposed class is ascertainable and thus appropriate for class certification where class membership is limited to individuals who paid for parking at the main parking deck of the airport using a credit card or debit card during the relevant time period. SP Plus's alleged conduct in printing receipts that failed to comply with the statute's truncation requirements created common questions of fact and law, satisfying the commonality requirement. The evidence demonstrates that Savett and Gerrits-Faeges are adequate class representatives as they are sufficiently knowledgeable about the action and their claims do not conflict with the claims of other proposed class members. And finally, the proposed class satisfies the numerosity requirement for class certification where the trial court determined that the proposed class contained "something smaller that 483,817 (the number of parking

transactions) *** [but] well more than 40 members."

¶ 53 III. CONCLUSION

¶ 54 For the foregoing reasons, we affirm the trial court's decision certifying the lawsuit as a class action.

¶ 55 Affirmed.

No. _____

In the
Supreme Court of Illinois

ADAM SAVETT and
MICHELE GERRITS-FAEGES,

Plaintiffs-Appellees,

v.

SP PLUS CORPORATION, et al.,

Defendants-Appellant.

SP PLUS CORPORATION,

Defendant/Third-Party Plaintiff,

v.

HUB PARKING TECHNOLOGY USA, INC.,

Third-Party Defendant.

On Petition For Leave To Appeal From The Appellate Court Of Illinois, First Judicial District, Appeal No. 1-23-0931, There Heard On A Rule 306(a)(8) Appeal From An Order Of The Circuit Court Of Cook County, Illinois, County Department, Chancery Division, Case No. 2017CH2437, The Honorable Pamela McLean Meyerson Judge Presiding

PETITION FOR LEAVE TO APPEAL PURSUANT TO ILLINOIS SUPREME COURT RULE 315

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PRAYER FOR LEAVE TO APPEAL

Defendant-Petitioner SP Plus Corporation ("**SP Plus**") respectfully requests that this Court grant leave to appeal from the Order of the Appellate Court (A1),[1] which affirmed the trial court Order (A17) granting the Motion for Class Certification filed by Plaintiffs-Respondents ("**Plaintiffs**") Adam Savett and Michelle Gerrits-Faeges.

STATEMENT OF JURISDICTION

The Appellate Court's Order was entered on December 26, 2024, and filed under Illinois Supreme Court Rule 23 (A1). On January 16, 2025, Plaintiffs filed a Motion to Publish (A25), which was denied on January 29, 2025 (A31). SP Plus now timely files this Petition and requests leave to appeal pursuant to Illinois Supreme Court Rule 315.

POINTS RELIED UPON

This no-injury class action arises out of receipts Plaintiffs received at an airport parking garage managed by SP Plus. Plaintiffs allege the receipts violate the truncation requirements of the Fair and Accurate Credit Transactions Act ("**FACTA**") amendment to the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq*. As Plaintiffs assert in their Motion to Publish, this case presents multiple class action issues on which there is no precedent from the Illinois Supreme Court or Appellate Court, including ascertainability, predominance, and adequacy of representation (A25-28). This Court's guidance on these important questions is all the more important since no-injury class actions under FACTA cannot be brought in federal court due to lack of standing. *See Spokeo, Inc. v. Robins*, 578

[1] Citation to "A___" refers to the Appendix submitted with this Petition pursuant to Illinois Supreme Court Rule 315(c)(6).

U.S. 330 (2016). Unless and until this Court holds that plaintiffs in no-injury FACTA cases similarly lack standing under Illinois law,[2] future putative class action plaintiffs will continue to resort to Illinois to litigate these no-injury cases.

Not since this Court's decisions in *Avery v. State Farm Mut. Auto Ins. Co.*, 216 Ill. 2d 100 (2005) and *Smith v. Ill. Cent. R.R. Co.*, 223 Ill. 2d 441 (2006), has this Court provided binding precedent governing how the class certification requirements set forth in section 2-801 of the Illinois Code of Civil Procedure ("**Code**") are to be applied. In the absence of Illinois precedent, the Appellate Court erred on several key issues in this case.

First, the Appellate Court erred on the issue of ascertainability, a necessary requirement this Court has yet to address. Without firm parameters for ascertainability, the class action under section 2-801 will be abused by those seeking class certification where no putative class members can be identified and the only ones to potentially benefit from certification are class representatives and their attorneys. The class definition the trial court approved and the Appellate Court affirmed here is overbroad because it is not limited to individuals who actually received a receipt and can conceivably assert a FACTA claim, and it is vague and ambiguous because it uses an undefined term, "main parking deck," that has no meaning to potential class members. Indeed, the Appellate Court contradictorily held first that the only objective data by which class members could be identified is by the allegedly non-compliant receipt, but later held class members need not even have receipts, thereby failing to answer the critical question of how class members can be identified.

[2] This standing issue is currently before the Court on a Petition for Leave to Appeal filed in *Fausett v. Walgreen Co.*, Case No. 131444. The standing issue in *Fausett* is inextricably intertwined with the outcome of this action because Plaintiffs' no-injury claim would not be able to proceed if this Court rules that no standing exists in no-injury FACTA actions in Illinois.

Second, the Appellate Court erred in finding that common issues predominate by incorrectly focusing on whether this case presents any common questions, without explaining how these questions could be answered with class-wide proof. Specifically, whether class members are "consumers," which is a prerequisite to asserting a FACTA private right of action, and whether they actually received a non-compliant receipt. These are inherently individualized questions with no common answers among any class.

Third, the Appellate Court erred in finding Savett and Gerrits-Faeges adequate class representatives, given that both are subject to individualized defenses that disqualify them as class representatives. Savett is subject to the defense that he is not a consumer, and Gerrits-Faeges suffers from serious credibility issues, particularly since her testimony directly contradicts Plaintiffs' core theory that all receipts were uniformly non-compliant.

STATEMENT OF FACTS

A. Plaintiffs' Claims

Savett, an attorney, has collaborated with class counsel on several cases, switching roles back-and-forth as class counsel and named plaintiff (C01755; C01489, Savett Dep., 42-48).[3] Gerrits-Faeges is a friend of class counsel whose children attend school together (C01550, Gerrits-Faeges Dep., 17). Both allege that on "at least three" occasions they paid for parking at the Cleveland Hopkins Airport in Ohio and received a "computer-generated cash register receipt" that displayed eight digits of their credit card account numbers (C00067, Amended Class Action Complaint ("**Amended Complaint**") ¶¶ 19-22). Savett received the parking receipts at issue while he was on business trips and used his

[3] Pursuant to Illinois Supreme Court Rule 315(c)(4), citation to "C_____" refers to the record on appeal filed in the Appellate Court.

employer's corporate credit card for which his employer paid (C01734-35, Savett Dep., 51:17-51:21, 54:10-55:12; C01739, Savett Dep., 69:12-69:15, 71:9-71:16).

Savett testified that the receipts—which he retained—contained the first four and last four digits of his employer's credit card number (C00017; C00079; C01493, Savett Dep., 60:2-60:9). Gerrits-Faeges does not have the receipts she allegedly received because she disposed of them in the trash (C00067, Amended Complaint, ¶ 22). She testified, different from Savett, that her receipts contained the last eight digits of her credit card number (C01555, Gerrits-Faeges, Dep., 34:2-35:2).

Plaintiffs allege that the receipts violate FACTA's requirement that "[n]o person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of sale or transaction" (C00064, Amended Complaint ¶ 2 (citing 15 U.S.C. § 1681c(g)). Plaintiffs do not allege that they or any members of the class sustained actual damages, but they seek statutory damages, as well as punitive damages, attorney's fees, and costs (C00073). In the Amended Complaint, Plaintiffs defined the class as:

> All people to whom Defendants provided an electronically printed receipt at the point of sale or transaction on or after a date two years before this lawsuit's filing that displayed (a) more than the last five digits of the person's credit card or debit card number or (b) the expiration date of the person's credit or debit card (C00072).

After the close of all discovery, Plaintiffs filed a motion for class certification containing the following revised class definition: "All people who, from February 17, 2015, to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card" (C00105). This later iteration of the class definition, eliminating the provision of a receipt, was certified by the trial court and affirmed by the Appellate Court (A2-A3).

B. The Cleveland Airport Parking Facility

The Cleveland Airport Parking Facility ("**Facility**") consists of five lots identified by color: the Green Lot, also known as the Smart Park Garage; the Orange Lot, the Red Lot, the Brown Lot and the Blue Lot (C001232-33, Matei Dep., 20:1-20:16, 21:1-22:3). The Facility has three types of payment processing equipment and software that print credit and debit card receipts (C01317-18, Foreman Dep., 21:23-22:4). First, there are express lanes that are automated and contain equipment and software designed to facilitate exit with no interaction with a cashier (*Id.*). Second, there are lanes staffed with a cashier with a different type of equipment and software called a fee computer which can become automated and operated without a cashier, if necessary (C01317-18, Foreman Dep., 21:18-22:4). Third, SP Plus personnel can process credit and debit card transactions manually with handheld Verifone machines (C01240, Matei Dep., 50:20-51:2, 51:19-52:9).

The software controlling functions, including printing receipts, for each of the systems described are different. Third-Party Defendant HUB Parking Technology USA, Inc. ("**HUB**") provides the software, issues updates, and maintains the equipment and software for the express lanes and the fee computers used at the Facility (C01234, Matei Dep., 27:15-28:3). HUB programs and maintains the software that operates the revenue control equipment, including what information is printed on a customer's debit or credit card receipt (C01354, Albrigo Dep., 79:1-79:18). SP Plus does not have the ability to program the HUB equipment or to control what information is printed on a parking patron's credit or debit card receipt (*Id.* 79:19-81:19). The equipment and software for the Verifone devices are provided by a different vendor, Heartland (C01240, Matei Dep., 50:20-51:2).

Plaintiffs' claims in this case are based on allegedly non-compliant receipts issued from automated equipment in the express lanes (C01511-12, Savett Dep., 133:20-134:5; C01555, Gerrits-Faeges Dep., 37:12-37:15). There are no allegations or evidence in the record that either the cashier-staffed lanes at the Facility or the Verifone devices issued non-compliant receipts. During discovery, SP Plus produced copies of receipts issued during the class period where all but the last four digits of the credit card number were redacted (C01394). SP Plus also produced receipts issued from Verifone devices during the class period, which contain only the last four digits of the credit card numbers (C01396-1433; C01436-37, Matei Decl., ¶¶ 9-10). SP Plus is not able to determine how many times Verifone devices were used for credit or debit card transactions during the class period of February 17, 2015 to May 19, 2016 (C01437, Matei Decl., ¶ 11). SP Plus also does not maintain any paper or electronic records that identify any individual who parked at the Facility during the class period (C01436, Matei Decl., ¶ 5).

ARGUMENT

I. THIS CASE PRESENTS IMPORTANT CLASS CERTIFICATION ISSUES FOR WHICH THERE EXISTS NO BINDING ILLINOIS PRECEDENT.

Supreme Court review is necessary because, as Plaintiffs themselves assert (*see* A25-A28), the Appellate Court's Rule 23 Order created multiple new points of Illinois class action law for which there has been, and continues to be, no binding precedent upon which class action litigants in Illinois can rely in prosecuting and defending a purported class action under section 2-801 of the Code. Illinois law is completely undeveloped on these points of law, including the legal standards by which a plaintiff has the burden to establish the ascertainability of proposed class members; her or his adequacy as a representative of the proposed class; and the commonality of the questions presented where, as here, there

necessarily exist individualized questions with no common answers. Without binding Illinois precedent, state courts must rely on conflicting federal law, as the Appellate Court and trial court did here. Indeed, one of the core issues presented by this appeal is how to identify class members, yet federal "courts have been inconsistent in how they have accounted for difficulties in identifying class members." *Sandusky Wellness Ctr., LLC v. ASD Specialty Healthcare, Inc.*, 863 F.3d 460, 471 (6th Cir. 2017). Some consider the issue a question of ascertainability, others as a commonality issue, and still others as a question of superiority. *Id*; *see also In re Niaspan Antitrust Litig.*, 67 F.4th 118, 133-34, 133 n.10 (3rd Cir. 2023) (collecting cases). This crucial issue requires direction from this Court.

Furthermore, Plaintiffs state in their Motion to Publish, the Appellate Court's Rule 23 Order is the first Illinois Appellate Court decision ever involving the certification of a FACTA class action claim (*see* A27). A necessary step in ruling upon such a claim required the Appellate Court to decide for the first time in Illinois whether the fact that Savett is not a "consumer," which is a prerequisite under FACTA for a private right of action to exist, renders Savett an inadequate class representative due to this individualized defense .

Whether a petition for leave to appeal will be granted by this Court "is a matter of sound judicial discretion," and one consideration is "the general importance of the question presented." Ill. S. Ct. R. 315(a); *See also Carney v. Union Pac. R.R. Co.*, 2016 IL 118984, ¶ 20. All of the issues described above and explained below present important questions of a character warranting this Court's consideration and resolution to provide precedential authority in Illinois governing class action claims under section 2-801 of the Code. In addition, the non-binding federal jurisprudence referenced by the Appellate Court as a basis for its Rule 23 Order is by no means uniform but rather stands in contradiction to other,

well-reasoned class action and FACTA decisions. This Court should grant this Petition to settle conflicting federal law and establish binding precedent in Illinois to govern how parties and Illinois courts are to apply the class action standards set forth in section 2-801 of the Code, a goal Plaintiffs themselves advocated in the Appellate Court (*see* A26-A28).

II. THE LEGAL STANDARD FOR CLASS CERTIFICATION.

While a class certification decision under 735 ILCS 5/2-801 is within the trial court's discretion, that discretion "is not unlimited and is bounded by and must be exercised within the framework of the civil procedure rule governing class actions." *Avery*, 216 Ill. 2d at 126 (citation omitted). Section 2-801 establishes four requirements:

> (1) the class is so numerous that joinder of all members is impractical; (2) there are questions of fact or law common to the class, and those common questions predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interest of the class; (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy.

Smith, 223 Ill. 2d at 447. The plaintiff bears the burden of proving that each of these four requirements are satisfied. *Avery*, 216 Ill. 2d at 125.

Section 2-801 "is patterned after Rule 23 of the Federal Rules of Civil Procedure ... and federal decisions interpreting Rule 23 are persuasive authority with regard to the question of class certification in Illinois." *Smith*, 223 Ill. 2d at 447-48. In interpreting Rule 23, the U.S. Supreme Court held "[t]he class action is 'an exception to the usual rule that litigation is conducted by and on behalf of the individual named parties only.'" *Wal-Mart Stores, Inc. v. Dukes*, 564 U.S. 338, 348 (2011) (citation omitted). In order "[t]o come within the exception, a party seeking to maintain a class action 'must affirmatively demonstrate his compliance' with Rule 23," with "evidentiary proof." *Comcast Corp. v. Behrend*, 569 U.S. 27, 33 (2013) (citation omitted). In evaluating the plaintiff's evidence,

the trial court must conduct a "rigorous analysis" to ensure that each of the elements of the class certification rule has been satisfied, which often "will entail some overlap with the merits of the plaintiff's underlying claim." *Wal-Mart*, 564 U.S. at 351.

III. THE CLASS CERTIFIED BELOW IS NOT ASCERTAINABLE.

The Appellate Court recognized that "[t]he ascertainability requirement is an implicit requirement for class certification under Rule 23 of the Federal Rules of Civil Procedure" (A5). Ascertainability ensures "that the class is indeed identifiable as a class," and thus answers the essential question of who is properly included in the class. *Oshana v. Coca-Cola Co.*, 472 U.S. F.3d 506, 513 (7th Cir. 2006) (citation omitted). The Appellate Court erred in holding that the ascertainability requirement was satisfied in this case for two reasons. First, the class definition is both overbroad—because it includes individuals who did not receive a receipt, let alone an improperly truncated receipt, and cannot assert a FACTA claim—and it is vague and ambiguous because it uses the undefined term "main parking deck." Second, even if the class were properly defined, there is no objective evidence whatsoever by which to identify class members.

A. The Class Definition Is Both Overbroad And Vague And Ambiguous.

The Seventh Circuit has held that "if the [class] definition is so broad that it sweeps within it persons who could not have been injured by the defendant's conduct, it is too broad." *Kohen v. Pac. Inv. Mgmt. Co.*, 571 F.3d 672, 677 (7th Cir. 2009); *see also Oshana*, 472 F.3d at 514 (holding that class definition was too broad because it included individuals who could not assert a statutory fraud claim against defendant). That is precisely the problem with the class definition here, which sweeps in *everyone* "who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins

Airport using a credit card or debit card" (A3). Included within this definition are individuals who cannot assert a *prima facie* claim under FACTA, which requires class members to show, *inter alia*, that (1) they are consumers (statutorily defined as an "individual"), (2) they received an electronically printed receipt at the point of sale, and (3) the receipt displayed more than the last five digits of their credit or debit card number or expiration date. 15 U.S.C. §§ 1681a(c), 1681c(g)(1), 1681n(a). As noted above, the class definition in Plaintiffs' Amended Complaint was limited to those who actually received a non-truncated electronically printed receipt, which shows that they too recognized the importance of including these statutory prerequisites in the class definition. And the Appellate Court recognized that a proper class definition requires the identification of a "particular group, harmed during a particular time frame, in a particular location, in a *particular way*" (A6 (emphasis added; citation omitted)). These statutory requirements are key to identifying those who have allegedly been harmed in a "particular way."

The Appellate Court nevertheless brushed this issue aside, citing *Kohen* for the proposition that "a class will often include persons who have not been injured by the defendant's conduct" (A6-7). But the Appellate Court conflated two distinct issues. The cited portion of *Kohen* addressed whether a class member found at trial to have sustained no injury lacks *standing*. 571 F.3d at 677. However, as to the issue of a proper *class definition*—the issue before the Appellate Court here—the Seventh Circuit was clear: "[I]f the definition is so broad that it sweeps within it persons who *could not* have been injured by the defendant's conduct, it is too broad." *Id.* (emphasis added).

The lesson of *Kohen* is that ascertainability does not depend on whether class members can ultimately prove they have a meritorious claim. Rather, ascertainability is a

threshold requirement necessary to identify the group of people who *could* assert a claim, which may or may not succeed at trial. The class definition in this case fails that threshold requirement because it includes individuals who cannot assert a *prima facie* claim under FACTA for the reasons discussed above.

The class definition is also vague and ambiguous because it uses the undefined term "main parking deck." The Facility is comprised of several different lots, none of which is named the "main parking deck" (C01232-34, Matei Dep., 19:18-20:16, 21:1-22:3). The Appellate Court nevertheless held that the term was understood by "the trial court and the parties," citing the deposition of SP Plus employee Chris Matei (A7). This was error.

As an initial matter, the term "main parking deck" was used colloquially by Plaintiffs' counsel in the deposition, not Matei (C01232, Matei Dep., 21:2-21:21). More importantly, the issue is not whether the parties and the trial court, with the benefit of an extensive record and background knowledge, could figure out what is meant by "main parking deck." Rather, the issue is that the term is not recognizable and understandable to *potential class members* who have no involvement in the litigation. There is no evidence to suggest that the term "main parking deck" appears on any signs or elsewhere that would enable customers to understand this term. Without a more precise definition, potential class members would have no way of knowing if they parked at the "main parking deck" as opposed to one of the other lots. Thus, the class definition is impermissibly vague because it does not identify individuals "harmed ... in a particular location" (A6 (citation omitted)).

B. There Is No Objective Evidence By Which To Identify Class Members.

Even if the class were properly defined, it is not ascertainable because there is no objective evidence by which to identify class members. On this critical issue, the Appellate

Court provided contradictory, irreconcilable rulings accentuating the court's error. The court first held "[c]lass members are identifiable based on the *electronically printed parking garage receipts they received* during the relevant time period that *failed to truncate their credit card or debit card numbers*. These receipts are objective data that make the recipient clearly identifiable and ascertainable" (A7) (emphasis added). Limiting the class to those who received non-truncated receipts conflicts with the overly broad class definition the Appellate Court approved—and shows that the court, like Plaintiffs in drafting the Amended Complaint, recognized that the class definition must include such limitations. But worse yet, after specifically holding that a receipt provided the necessary "objective data" by which to identify class members, the Appellate Court then contradicted itself, holding that the lack of a receipt was no obstacle to class certification (A12-A13). That begs the question: if the receipt is the objective data that makes class members ascertainable, but class members need not produce a receipt, how can class members be ascertained? The Appellate Court does not provide any answer.

Moreover, the case that the Appellate Court relied on for its holding that a receipt was required, *Engel v. Scully & Scully, Inc.*, 279 F.R.D. 117 (S.D.N.Y. 2011), further underscores the lack of ascertainability in this case. In *Engel*, the court held "[t]he class members will be identified based upon *business records* produced in discovery" by the defendant—specifically, "invoice records" that the defendant maintained in a warehouse. *Id.* at 128 (emphasis added). This is a key distinction because completed discovery established SP Plus does *not* maintain any records by which potential class members could be identified (C00295, S. Mathieson Dep., 283:2-283:16; C01436, Matei Decl., ¶ 5). Indeed, it is no coincidence that Plaintiffs' modification of the class definition came after

discovery revealed the absence of any records by which class members could be identified. *See Ticknor v. Rouse's Enters., LLC*, No. 12-1151, 2014 U.S. Dist. LEXIS 61371, at *32 (E.D. La. May 2, 2014) (citing *Engel* and noting that "[i]n some cases class membership ... may be ascertained utilizing a defendant's business records").

For its part, the trial court held that class members could be identified by means of a claims administrator "get[ting] the word out" to people, who could then file affidavits claiming to be class members (A20). While the Appellate Court neither endorsed nor rejected this approach, the trial court's holding was erroneous. Ascertainability must be based on "objective criteria" (A5), and there is nothing objective about an affidavit filed by a person with a vested interest in the case. At a minimum, SP Plus would have the right to cross-examine each class member as to the testimony in her or his affidavit, turning the case into a series of inefficient mini-trials, in contravention of the very purpose of a class action to provide a "fair and efficient adjudication of the controversy." 735 ILCS 5/2-801; *General Tel. Co. v. Falcon*, 457 U.S. 147, 159 (1982) (holding that the principal purpose of a class action is to promote efficiency and judicial economy).

The inability to ascertain the members of the proposed class has led many courts to deny class certification in FACTA cases. *See Grimes v. Rave Motion Pictures Birmingham, L.L.C.*, 264 F.R.D. 659, 665 (N.D. Ala. 2010) (denying certification because the court would be required "to examine the receipts of self-identified members of the class").[4]

[4] *See also Bouton v. Ocean Props.*, 322 F.R.D. 683, 687, 696 (S.D. Fla. 2017); *Ticknor*, 2014 U.S. Dist. LEXIS 61371, at *33 n.29; *Gist v. Pilot Travel Ctrs, LLC*, No. 5:08-293-KKC, 2013 U.S. Dist. LEXIS 113185, at *18 (E.D. Ky. Aug. 12, 2013); *Hammer v. JP's Southwestern Foods, L.L.C.*, No. 08-0339, 2012 U.S. Dist. LEXIS 102713, at *3 (W.D. Mo. July 24, 2012); *Rowden v. Pac. Parking Sys.*, No. 11-01190, 2012 U.S. Dist. LEXIS 95296, at *5, *9-11 (C.D. Cal. July 2, 2012).

While the Appellate Court acknowledged that a class must be ascertainable, it affirmed the certification of a class whose members cannot be identified or ascertained. Class certification should be denied.

IV. COMMON ISSUES DO NOT PREDOMINATE.

The Appellate Court also erred in holding that common issues predominate (A8-A9). Both Section 2-801 of the Code and Fed. R. Civ. P. 23 require the plaintiff to show not only that a proposed class action presents common issues, but also that those common issues predominate over individual ones. *See Smith*, 223 Ill. 2d at 447-48. "The purpose of the predominance requirement is to ensure that the proposed class is sufficiently cohesive to warrant adjudication by representation, and it is a far more demanding requirement than the commonality requirement of Rule 23(a)(2)." *Id.* at 448. Predominance is not based on "whether the common issues outnumber the individual ones, but whether common or individual issues will be the object of most of the efforts of the litigants and the court." *Id.* at 448-49. The court must "identify the substantive issues that will control the outcome, assess which issues will predominate, and then determine whether issues are common to the class." *Id.* at 449. Satisfying the predominance requirement requires "a showing that 'successful adjudication of the purported class representatives' individual claims will establish a right of recovery in other class members.'" *Id.* (citation omitted).

The Appellate Court held that there were common questions in this case (A8), but it failed to point to common *answers* to these questions. This was error because "[w]hat matters to class certification is not the raising of common 'questions'—even in droves—but, rather, the capacity of a classwide proceeding to generate common *answers* apt to drive the resolution of the litigation." *Wal-Mart*, 564 U.S. at 350 (emphasis in original) (cleaned

up). The predominance analysis "'begins, of course, with the elements of the underlying cause of action.'" *Id.* (citation omitted). And the elements of a FACTA claim pose multiple questions that do not have common answers, including whether each class member is a consumer within the meaning of the statute; whether each class member actually received an electronically printed receipt; and whether each class member's receipt contained more than the last five digits of his or her credit or debit card number.

While the Appellate Court addressed (incorrectly) the "consumer" issue in the context of whether Savett was an adequate representative (s*ee infra* section V), it never explained how consumer status could be determined on a class-wide basis. Plaintiffs cannot point to any evidence in the record that shows all class members are consumers. Nor can class members simply self-certify that they are consumers. Indeed, it is well-settled that a class action does not "alter the parties' burdens of proof, right to a jury trial, or the substantive prerequisites to recovery." *Smith*, 223 Ill. 2d at 451 (citation omitted). For this reason, each party must "have the opportunity to adequately and vigorously present any material claims and defenses." *Id.* (citation omitted). Thus, SP Plus has a right to challenge each class member as to whether they are a consumer, thereby defeating a finding of predominance. *See, e.g.*, *Ticknor*, 2014 U.S. Dist. LEXIS 61371, at *29-30 (holding that whether class members were consumers was not a common issue); *Seig v. Yard House Rancho Cucamonga, LLC*, No. 07-2105, 2007 U.S. Dist. LEXIS 97209, at *11 (C.D. Cal. Dec. 10, 2007) (finding predominance requirement not met because of "individualized factual determinations as to which customers were 'consumers'"); *Evans v. U-Haul Co.*, No. CV 07-2097, 2007 U.S. Dist. LEXIS 82026, at *9-10 (C.D. Cal. Aug. 14, 2007) (holding that consumer status would require individualized factual determinations).

Whether each class member received a non-truncated receipt is also an individual issue. SP Plus has produced copies of properly truncated receipts that were issued during the class period (C01394). The record establishes that SP Plus processed debit and credit card transactions using Verifone machines, which produced receipts that were properly truncated (C01240, Matei Dep., 50:20-51:2, 51:19-52:9; C01435-01476). In addition, there is no evidence that cashier-staffed lanes issued non-truncated receipts, nor is there any evidence to establish that class members who went through cashier-staffed lanes even received a receipt at all. Thus, sorting out which class members actually received a non-truncated receipt is an individualized issue that defeats a finding of predominance. *See, e.g.*, *Bouton*, 322 F.R.D. at 701 (holding that "whether each putative class member received a receipt that violated FACTA" was an individualized issue that defeated predominance); *Gist*, 2013 U.S. Dist. LEXIS 113185, at *20 (holding that whether each class member was "provided" a receipt would require an individual determination).

In sum, even if Plaintiffs Savett and Gerrits-Faeges could prove at trial that *they* are consumers who received a non-truncated electronic receipt, it would not "establish a right of recovery in other class members." *Smith*, 223 Ill. 2d at 449 (citation omitted). Thus, the Appellate Court erred in holding that the predominance requirement was satisfied.

V. PLAINTIFFS CANNOT BE ADEQUATE CLASS REPRESENTATIVES.

The Seventh Circuit held that "a plaintiff against whom the defendants have a defense not applicable to other members of the class is not a proper class representative." *Hardy v. City Optical*, 39 F. 3d 765, 770 (7th Cir. 1994) (citation omitted); *see also CE Design Ltd. v. King Architectural Metals, Inc.*, 637 F.3d 721, 726 (7th Cir. 2011) (citation omitted) ("[t]he presence of even an arguable defense peculiar to the named plaintiff or a

small subset of the plaintiff class may ... bring into question the adequacy of the named plaintiff's representation"). Both Savett and Gerrits-Faeges are subject to individualized defenses, and they cannot serve as adequate class representatives (A9-A14).

Savett admits he was on business and using his employer's corporate credit card when he received the receipts at issue (C01734-35, Savett Dep., 51:17-51:21, 54:10-55:12; C01739, Savett Dep., 69:12-69:15, 71:9-71:16). He is not a "consumer" as defined by FACTA, which defines "consumer" as an "individual." 15 U.S.C. § 1681a(c). This is fatal because while "FACTA's protections apply to both business and consumer transactions, 15 U.S.C. § 1681n, which supplies the authority to file a lawsuit, applies only to consumers." *Hammer v. JP's Southwestern Foods, L.L.C.*, 739 F. Supp. 2d 1155, 1164 (W.D. Mo. 2010) (emphasis in original). Savett's non-consumer status renders him an inadequate class representative. *See Pezl v. Amore Mio, Inc.*, 259 F.R.D. 344, 348 (N.D. Ill. 2009).

Pezl is directly on point. The plaintiff there—like Savett—alleged he received a FACTA non-compliant receipt based on a purchase he made with his company credit card while he was on business. *Id.* at 345. Based on the plain language of the statute, the court held "only consumer cardholders have a private right of action under FACTA." *Id.* at 347. The court denied class certification because the plaintiff's status as a non-consumer "create[d] a unique defense" under FACTA, which defeated a finding of both typicality and adequacy of representation under Rule 23. *Id.* at 348 & n.8.

The Appellate Court, like the trial court below, considered *Pezl* "but declined to follow it" without explaining why any part of the analysis in *Pezl* was incorrect (A11). Instead, the Appellate Court held that the trial court's holding was supported by *Shurland v. Bacci Café & Pizzeria on Ogden, Inc.*, 259 F.R.D. 151, 161 (N.D. Ill. 2009) and *Follman*

v. Vill. Squire, Inc., 542 F. Supp. 2d 816 (N.D. Ill. 2007) (*see* A11). But neither of those cases is on point, and in any event, they actually *support* the holding in *Pezl*.

In *Follman*, the plaintiff was a consumer who used his personal credit card. *Follman*, 542 F. Supp. 2d at 817. The court addressed whether a "consumer"—as opposed to a "cardholder"—could file a lawsuit for violations of FACTA. *Id.*, at 818-19 ("What this Court is called upon to determine first in this case is whether §1681n permits a consumer to sue for violation of §1681c(g), which establishes requirements for cash register receipts provided to 'cardholders' as opposed to 'consumers.'"). The court concluded only a consumer could assert a private right of action under the plain language of §1681n. *Id.* at 819. The court never held that business purchasers could assert a private cause of action under §1681n, and because it was considering a motion to dismiss rather than a motion for class certification, it did not address the issue of adequacy of representation. *See Pezl*, 259 F.R.D. at 347 (cleaned up) ("Plaintiff misinterprets our colleague Judge Kendall's decision in *Follman*. Contrary to Plaintiff's contention, *Follman* did not find that business entities have a civil remedy for a violation of FACTA.").

In *Shurland*, the court held "FACTA does restrict the availability of civil damages to *consumer* cardholders." 259 F.R.D. at 160 (emphasis in original). Thus, the court acknowledged it would be required to "isolat[e] 'consumer' cardholders from entity cardholders," but concluded doing so would be "unlikely to prove insurmountable for class identification purposes." *Id.* at 161. The court did not explain how it planned to make this determination without engaging in an individual inquiry into each credit card transaction. In any event, the named plaintiff in *Shurland* ***was*** a consumer—unlike Savett—so the court did not address whether a non-consumer would be an adequate class representative.

Thus, *Pezl*, *Follman*, and *Shurland* all hold that business cardholders cannot assert a FACTA private cause of action. But only *Pezl* actually addressed the issue that this case presents, and *Pezl* squarely held that a non-consumer like Savett is not an adequate class representative in a FACTA case. The Appellate Court erred in holding otherwise.

Gerrits-Faeges also is an inadequate class representative. It is undisputed that Gerrits-Faeges failed to retain copies of any allegedly non-truncated receipts (C00067, ¶¶ 22-23). Despite the Appellate Court's earlier holding that the receipt was the "objective data" necessary to identify class members, it brushed aside Gerrits-Faeges' failure to retain her receipts because it believed that such a requirement might restrict class actions in cases where the purchase price is low (A12-A13).[5] But the cases the Appellate Court relied on were product class actions, where the receipt was merely proof of purchase, not evidence of wrongdoing. *See In re Kind LLC "Healthy and All Nat." Litig.*, 337 F.R.D. 581, 589-92 (S.D.N.Y. 2021) (misrepresentations on KIND bar boxes); *In re Scotts EZ Seed Litig.*, 304 F.R.D. 397, 403-04 (S.D.N.Y. 2015) (misrepresentations on grass seed containers). By contrast, here the receipts are the very basis, and an element, of Plaintiffs' claims that SP Plus violated FACTA. Gerrits-Faeges' lack of any receipt is particularly problematic for her claim because she did not recall actually seeing any non-compliant receipts herself.

[5] The Appellate Court's policy concern is misplaced in the FACTA context. The statute allows for either actual or statutory damages (up to $1,000 per individual), whichever is greater, *in addition to* attorney's fees and costs. 15 U.S.C. § 1681n(a). For that reason, numerous courts have held that there is sufficient incentive for plaintiffs to pursue individual FACTA claims. *See, e.g., Foley v. Buckley's Great Steaks, Inc.*, No. 14-cv-063, 2015 U.S. Dist. LEXIS 46477, at *20-23 (D.N.H. Apr. 9, 2015); *Ticknor*, 2014 U.S. Dist. LEXIS 61371, at *37; *Gist*, 2013 U.S. Dist. LEXIS 113185, at *22; *Grimes*, 264 F.R.D at 669; *Evans*, 2007 U.S. Dist. LEXIS 82026, at *20-21.

Rather, *her attorney told her* she received non-compliant receipts (C01554, Gerrits-Faeges Dep., 30:5-30:10).

In addition, Gerrits-Faeges' testimony that the last eight digits of her credit card were printed (C01555, Gerrits-Faeges, Dep., 34:5-35:2) is inconsistent with Savett's testimony that he received receipts (which he retained and attached to the complaint) that contained the first four and last four digits (C00017; C01493, Savett Dep., 60:2-60:9). Her testimony is not merely inconsistent with "other documents" in the case, as the Appellate Court held (A12). More importantly, it is inconsistent with Plaintiffs' core theory here that all of the automated machines were uniformly printing the same non-compliant receipts (C00106). If Plaintiffs' theory of uniformity is correct, then Gerrits-Faeges' testimony must be false. Her testimony in this case thus raises serious credibility issues, which renders her an inadequate class representative. *CE Design*, 637 F.3d at 726 (holding that plaintiff is not an adequate class representative if the plaintiff "has serious credibility problems").

CONCLUSION

For all of the foregoing reasons, SP Plus respectfully requests that this Court grant this Petition for Leave to Appeal.

Respectfully submitted,

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CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341 (a) and (b). The length of this brief, excluding the pages and words contained in the Rule 341(d) cover, the Rule 341(h)(1) table of contents and statement of points and authorities, the Rule 341(c) certificate of compliance, the certificate of service, and those matters to be appended to the brief under Rule 342(a), is 20 pages.

/s/ Steven H. Gistenson

NOTICE OF ELECTRONIC FILING AND CERTIFICATE OF SERVICE

TO: See Attached Service List

The undersigned, a non-attorney, hereby certifies, under penalties as provided by law pursuant to section 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109, that on **March 5, 2025**, I electronically filed the foregoing **Petition for Leave to Appeal** and accompanying **Appendix** with the Clerk of the Illinois Supreme Court using the File & Serve Illinois filing system and I also served a copy of said document to the attorneys listed on the attached Service List via email.

/s/ Aenea Luss

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APPENDIX

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No. 1-23-0931

Order filed December 26, 2024

THIRD DIVISION

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiffs-Appellees, v. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendant-Appellant.	)	Appeal from the Circuit Court of Cook County.
	)	2017 CH 2437
SP PLUS CORPORATION, Defendant Third-Party Plaintiff, v. HUB PARKING TECHNOLOGY USA, INC., as Successor-in-interest to CTR PARKING SOLUTIONS, LLC, Third-Party Defendant.	)	Honorable Pamela McLean Meyerson, Judge, Presiding.

JUSTICE MARTIN delivered the judgment of the court.
Justices Reyes and D.B. Walker concurred in the judgment.

ORDER

¶ 1 *Held*: The trial court did not abuse its discretion in certifying this lawsuit as a class action.

¶ 2 In this interlocutory appeal, defendant SP Plus Corporation (SP Plus) challenges the trial court's order granting class certification to individuals who were issued electronically printed parking garage receipts that failed to truncate their credit card or debit card numbers. For the reasons that follow, we affirm the trial court's grant of class certification.

¶ 3 I. BACKGROUND

¶ 4 SP Plus is a Delaware corporation with its principal place of business in Chicago, Illinois. SP Plus manages public parking facilities at Cleveland Hopkins International Airport. HUB Parking Technology USA, Inc. (HUB), a third-party defendant, programs and maintains the software and automated equipment which provides the information that is electronically printed on the parking garage receipts.

¶ 5 Plaintiff Adam Savett contends he used the parking facility on at least three separate occasions and on each occasion, he received an electronically printed parking garage receipt which displayed eight digits of his credit card number. Section 1681c(g)(1) of the Fair and Accurate Credit Transactions Act (FACTA) "makes it illegal for businesses to print credit or debit card receipts that display more than the last five digits, and also makes it illegal for the receipt to reveal the card's expiration date." *Beringer v. Standard Parking O'Hare Joint Venture*, Nos. 07 C 5027, 07 C 5119, 2008 WL 4890501, at * 2 (N.D. Ill. Nov. 12, 2008) (citing 15 U.S.C. § 1681c(g)(1)). This section provides that: "no person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of the sale or transaction." 15 U.S.C.A. § 1681c(g)(1)).

¶ 6 "Congress enacted FACTA in 2003 as an amendment to the Fair Credit Reporting Act (FCRA), 15 U.S.C. § 1681." *Kamal v. J. Crew Group, Inc.*, 918 F.3d 102, 106 (3d Cir. 2019). "The FACTA amendments were intended to thwart identity theft and credit and debit card fraud." *Lee v. Buth-Na-Bodhaige, Inc*. 2019 IL App (5th) 180033, ¶ 4.

¶ 7 On February 17, 2017, Savett filed a class action complaint in the circuit court of Cook County alleging that SP Plus willfully violated section 1681c(g)(1) by providing him and class members with "one or more electronically printed receipts that failed to comply with [the statute's] truncation requirement." Savett also filed a motion for class certification, seeking to certify the following class:

> "[A]ll people to whom [SP Plus] provided an electronically printed receipt at the point of sale or transaction on or after a date two years before this lawsuit's filing that displayed (a) more than the last five digits of the person's credit card or debit card number or (b) the expiration date of the person's credit or debit card."

¶ 8 On June 8, 2018, Savett amended his complaint to add Michele Gerrits-Faeges as a plaintiff. After extensive motion practice and discovery, and delay caused by the COVID-19 pandemic, the trial court entered an order on April 26, 2023, granting plaintiffs' motion for class certification. The class consisted of: "[a]ll people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card."

¶ 9 SP Plus filed a petition for leave to appeal pursuant to Illinois Supreme Court Rule 306(a)(8) (eff. Oct. 1, 2020), seeking to appeal the trial court's order. Our court granted the petition on June 12, 2023, and this interlocutory appeal followed.

¶ 10 II. ANALYSIS

¶ 11 On appeal, SP Plus claims that the trial court abused its discretion by granting class certification. We first consider the purpose of a class action lawsuit. The principal purpose of a class action suit is to promote efficiency and economy of litigation. *General Telephone Co. v. Falcon*, 457 U.S. 147, 159 (1982). The class action procedure is "predicated on the inability of the court to entertain the actual appearance of all members of the class as well the impracticality of having each member prosecute his individual claim." *Miner v. Gillette Co*., 87 Ill. 2d 7, 14 (1981). A class action suit allows "a representative party to pursue the claims of a large number of persons with like claims." *Id*.

¶ 12 Section 2-801 of the Illinois Code of Civil Procedure (Code) (735 ILCS 5/2-801 (West 2020)) sets forth the requirements for certifying a class. See *CE Design Ltd. v. C & T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 10. The trial court may certify a class if the proponent establishes that: (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the class, which predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interest of the class; and (4) the class action is the appropriate method for the fair and efficient adjudication of the controversy. *Id*. (citing 735 ILCS 5/2-801). These requirements are generally referred to as numerosity, commonality, adequacy of representation, and appropriateness. *Id*. The proponent of a class has the burden of establishing these requirements. *Aguilar v. Safeway Insurance Co.*, 221 Ill. App. 3d 1095, 1102 (1991).

¶ 13 "In determining whether to certify a proposed class, the trial court accepts the allegations of the complaint as true and should err in favor of maintaining class certification." *CE Design*, 2015 IL App (1st) 131465, ¶ 9. " 'The trial court's certification of a class will be disturbed only

upon a clear abuse of discretion or an application of impermissible legal criteria.' " *Ramirez v. Midway Moving & Storage, Inc.*, 378 Ill. App. 3d 51, 53 (2007) (quoting *Clark v. TAP Pharmaceutical Products, Inc.*, 343 Ill. App. 3d 538, 545 (2003)). An abuse of discretion occurs only where the trial court's ruling is arbitrary, fanciful, or unreasonable, or when no reasonable person would agree with the position adopted by the court. *Blum v. Koster*, 235 Ill. 2d 21, 36 (2009).

¶ 14 A. Ascertainability

¶ 15 SP Plus relies on federal caselaw to support its first argument that the trial court abused its discretion in finding that the plaintiffs satisfied their burden of establishing that this controversy was appropriate to proceed as a class action under section 2-801 of the Code. In support of this argument, SP Plus claims that plaintiffs' proposed class is not "ascertainable."

¶ 16 The ascertainability requirement is an implicit requirement for class certification under Rule 23 of the Federal Rules of Civil Procedure. See *Mullins v. Direct Digital, LLC*, 795 F.3d 654 (7th Cir. 2015). "[S]ection 2-801 is patterned after Rule 23 *** and federal decisions interpreting [this rule] are persuasive authority with regard to the question of class certification in Illinois." *Smith v. Illinois Central Railroad Co.*, 223 Ill. 2d 441, 447-48 (2006) (citing *Avery v. State Farm Mutual Automobile Insurance Co.*, 216 Ill. 2d 100, 125 (2005)). In *Mullins*, the Seventh Circuit determined that in addition to the four requirements necessary to certify a class under Rule 23(a)—numerosity, commonality of questions of law or fact, typicality of claims or defenses, and adequacy of representation—members of a proposed class must also be ascertainable. *Mullins*, 795 F.3d at 657-63.

¶ 17 Ascertainability means that the class must be "defined clearly and based on objective criteria." *Id*. at 659; see also *Davis v. City of Chicago*, No. 19 CV 3691, 2024 WL 579976, at * 2

(N.D. Ill. Feb. 13, 2024); *Brown v. Cook County*, 332 F.R.D. 229, 238 (N.D. Ill. 2019). "A clear definition is one that 'identif[ies] a particular group, harmed during a particular time frame, in a particular location, in a particular way.' " *Brown*, 332 F.R.D. at 238 (quoting *Mullins*, 795 F.3d at 660).

¶ 18 SP Plus contends that plaintiffs' proposed class is amorphous, impermissibly vague, and not ascertainable, as it includes individuals who either did not receive an electronically printed receipt or did not receive a receipt that printed more than the last five digits of their credit card or debit card numbers. SP Plus argues here, as it did below, that some class members who exited the parking garage during the relevant time periods may have received FACTA-compliant receipts printed on hand-held devices which properly truncated their credit card and debit card numbers. SP Plus maintains there is no way to determine the number of times the hand-held devices were used to transact credit or debit card payments during the relevant time periods. SP Plus further claims that "the class definition includes an undefined term—the so-called 'main parking deck'—which does not allow for the objective identification of any individual." We disagree with these contentions.

¶ 19 The possibility that some class members might not have been harmed because they may have received FACTA-compliant receipts printed on hand-held devices does not preclude class certification. The number of class members with a valid claim is an issue to be determined after class certification. *Parko v. Shell Oil Co*., 739 F.3d 1083, 1085 (7th Cir. 2014). As the Seventh Circuit Court of Appeals recognized:

> "[A] class will often include persons who have not been injured by the defendant's conduct; indeed this is almost inevitable because at the outset of the case many members of the class may be unknown, or if they are known still the facts bearing on their claims may be

unknown. Such a possibility or indeed inevitability does not preclude class certification." *Kohen v. Pacific Investment Management Co.*, 571 F.3d 672, 677 (7th Cir. 2009).

¶ 20 Moreover, a plaintiff is not required to identify every potential class member at the class certification stage. *CE Design*, 2015 IL App (1st) 131465, ¶ 14; *Marshall v. Grubhub Inc.*, No. 19-cv-3718, 2021 WL 4401496, at *8 (N.D. Ill. Sept. 27, 2021). "So long as a class is clearly defined with objective criteria, it is ascertainable." *Id*. (citing *Mullins*, 795 F.3d at 672).

¶ 21 In this case, the trial court certified a class defined as: "[a]ll people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card."

¶ 22 Thus, membership in the class is limited to individuals who paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card during the relevant time period. Class members are identifiable based on the electronically printed parking garage receipts they received during the relevant time period that failed to truncate their credit card or debit card numbers. These receipts are objective data that make the recipient clearly identifiable and ascertainable. See, *e.g.*, *Engel v. Scully & Scully, Inc.*, 279 F.R.D. 117, 127-28 (S.D.N.Y. 2011) (electronically printed receipts which displayed sixteen digits of credit card as well as card's expiration date were objective data satisfying the ascertainability requirement).

¶ 23 In addition, contrary to the contentions of SP Plus, the term "main parking deck" is not ambiguous as to the location where class members parked their vehicles during the relevant time period. At his deposition, Chris Matei, a senior manager at the parking facility, testified that the main parking garage has five levels—one for valet parking, one for employee parking, and the remaining three for public parking. There is a walkway from the parking garage to the airport terminal. Thus, the record demonstrates that the trial court and the parties were knowledgeable

about the location and physical layout of the main parking garage. In sum, the plaintiffs proposed class satisfies the implied ascertainability requirement.

¶ 24 B. Commonality

¶ 25 SP Plus next argues the trial court abused its discretion in finding that common issues predominate. To satisfy the commonality requirement for class certification, the proponent must demonstrate that questions of fact or law common to the class predominate over questions affecting only individual members of the class. *Bueker v. Madison County*, 2016 IL App (5th) 150282, ¶ 25. "Determining whether issues common to the class predominate over individual issues requires the court to identify the substantive issues that will control the outcome, assess which issues will predominate, and then determine whether these issues are common to the class." *Smith*, 223 Ill. 2d at 449.

¶ 26 Here, the trial court determined that the following factual and legal questions were common to the class and predominated over any questions affecting only individual class members: (1) "Did SP Plus provide class members with a receipt on which it printed more than the last five digits of their credit or debit card?" and (2) "Did SP Plus willfully violate FACTA?" We find no abuse of discretion in the trial court's determination that the commonality requirement was met.

¶ 27 The claims in plaintiffs' class action complaint are based on allegations that SP Plus willfully violated section 1681c(g)(1) of the FCRA by providing class members with electronically printed receipts that failed to comply with the statute's truncation requirements. "Factually, the claims depend upon the common contention that the defendant had a regular business practice of providing non-truncated receipts in violation of FACTA." *Engel*, 279 F.R.D. at 128. "Moreover, the case presents a single question of law across the entire class: Do the receipts printed by Defendant violate 15 U.S.C. § 1681c(g)?" *Rogers v. Khatra Petro, Inc.*, No. 2:08-CV-294, 2010

WL 3894100, at *4 (N.D. Ind. Sept. 29, 2010); see also *Beringer v. Standard Parking Corp*., Nos. 07 C 5027, 07 C 5119, 2008 WL 4390626, at *2 (N.D. Ill. Sept. 24, 2008) (finding that the alleged conduct of defendant in printing receipts with inappropriate information created common questions of both fact and law). Accordingly, we find that plaintiffs satisfied the commonality requirement.

¶ 28 C. Adequate Representation

¶ 29 SP Plus next contends the trial court erred in finding that plaintiffs Adam Savett and Michele Gerrits-Faeges are adequate representatives of the purported class. Section 2-801(3) of the Code requires that "representative parties will fairly and adequately protect the interests of the class." 735 ILCS 5/2-801(3) (West 2020). "The purpose behind the adequate-representation requirement is to ensure that all class members will receive proper, efficient, and appropriate protection of their interests in the presentation of the claim." *Bueker*, 2016 IL App (5th) 150282, ¶ 40. To establish adequacy of representation, plaintiffs are required to show that their interests are the same as those class members not joined in the suit and that their attorney is qualified and generally capable of conducting the proposed litigation. *CE Design*, 2015 IL App (1st) 131465, ¶ 16.

¶ 30 SP Plus argues that Savett is not an adequate class representative because he does not qualify as a "consumer" entitled to bring suit for a FACTA violation since he paid for parking using his corporate credit card, rather than his personal debit or credit card. SP Plus contends that Savett's claims are based on a private right of action for FACTA violations under section 1681n(a) of the FCRA, which provides in relevant part that "[a]ny person who willfully fails to comply with any requirement imposed under this subchapter with respect to any consumer is liable to that consumer[.]" 15 U.S.C.A. § 1681n(a).

¶ 31 "FACTA defines 'consumer' as 'an individual,' thus limiting any private cause of action under § 1681n to natural persons, as opposed to artificial entities." *Shurland v. Bacci Café & Pizzeria on Ogden Inc.*, 259 F.R.D. 151, 161 (N.D. Ill. 2009) (quoting 15 U.S.C.A. 1681a(c)). "Although the FACTA does not limit the violation to consumers or individuals, the FCRA, through which FACTA violations are prosecuted, plainly does." *Keller v. Macon County Greyhound Park, Inc.*, No. 07-CV-1098, 2011 WL 1085976, at *7 (M.D. Ala. March 24, 2011).

¶ 32 SP Plus argues that Savett is not a "consumer" as required by FACTA. In support of this argument, SP Plus cites the decision in *Pezl v. Amore Mio, Inc.*, 259 F.R.D. 344 (N.D. Ill. 2009). In *Pezl*, the plaintiff used a business credit card to make a purchase at a restaurant and received a computer-generated receipt displaying more than five digits of his credit card number. *Pezl*, 259 F.R.D. at 345. Plaintiff sued the restaurant owners for violating FACTA's receipt-truncation provision.

¶ 33 The district court subsequently denied plaintiff's Rule 23(a) motion for class certification, finding that plaintiff failed to meet the rule's typicality requirement. A plaintiff's claim is typical under the rule if it "arises from the same event or practice or course of conduct that gives rise to the claims of other class members and [is] based on the same legal theory." *Beringer*, Nos. 07 C 5027, 07 C 5119, 2008 WL 4390626, at *2 (quoting *De LaFuente v. Stokely-Van Camp, Inc.*, 713 F. 2d 225, 232 (7th Cir. 1983)).

¶ 34 The *Pezl* court determined that plaintiff's claims were not typical of the proposed class because he made his purchase using a business credit card. The court held that the "typicality requirement" was not met because plaintiff's "transaction involved a business credit card, which creates a unique defense." *Pezl*, 259 F.R.D. at 348. The court noted that section 1681n of the FCRA provides a private right of action to consumer cardholders, not business entities. *Id*. at 347-48. The

court concluded that plaintiff was not entitled to relief under the FCRA because the "consumer" in the case was plaintiff's business, and not plaintiff. *Id*.

¶ 35 The trial court here considered the holding in *Pezl*, but declined to follow it, stating: "while only natural persons (and not business entities) may be plaintiffs in an action under Section § 1681n of FACTA, those natural persons may base their claim on a transaction using either a personal credit card or business credit card."

¶ 36 We agree with the trial court's ruling, which finds support in the cases of *Shurland v. Bacci Café & Pizzeria on Ogden Inc.*, 259 F.R.D. 151, 161 (N.D. Ill. 2009), and *Follman v. Village Squire, Inc.*, 542 F. Supp. 2d 816 (N.D. Ill. 2007).

¶ 37 In *Shurland*, the district court stated in part:

> "FACTA's protections *** extend to holders of both business and consumer credit cards. *** FACTA defines 'consumer' as 'an individual,' thus limiting any private cause of action under § 1681n to natural persons, as opposed to artificial entities. [Citation.] Despite this limitation, isolating 'consumer' cardholders from entity cardholders is unlikely to prove insurmountable for class identification purposes, and in any event, should not bar class certification." *Shurland*, 259 F.R.D. at 160-61.

¶ 38 In *Follman*, the district court stated in part:

> "It is of no moment that, inasmuch as a 'cardholder' might be an entity as opposed to an individual, § 1681c(g) protects a broader class than just consumers. Section 1681c(g) is 'clearly intended for the protection of consumers, even if it applies broadly to both individual cardholders and entity cardholders.' " *Follman*, 542 F. Supp. 2d at 819 (quoting *Leowardy v. Oakley, Inc.*, No. SACV 07-53 CJC, 2007 WL 1113984, *2 (C.D. Cal. Apr. 10, 2007)).

¶ 39 Although Savett paid for parking with a business credit card, the evidence demonstrates that his claims are typical of the class he seeks to represent. His claims, and those of the class, arise from the same practice of SP Plus electronically printing customer receipts displaying more than the last five digits of class members' credit or debit card numbers. In addition, Savett's claims are premised on the same legal theory as the claims advanced by class members, namely that the conduct of SP Plus constituted a willful violation of the FACTA. See *Beringer*, Nos. 07 C 5027, 07 C 5119, 2008 WL 4390626, at *2 (applying a similar analysis involving SP Plus, formerly known as the Standard Parking Corporation).

¶ 40 SP Plus argues that Michele Gerrits-Faeges is not an adequate class representative because there is no evidence that she ever received a noncompliant receipt, since she admitted that she did not retain a copy of the receipt. In addition, SP Plus points out that Gerrits-Faeges's deposition testimony is inconsistent with Savett's testimony concerning the last number of digits that were electronically printed on their respective receipts. We do not believe that either of these factors render Gerrits-Faeges an inadequate class representative.

¶ 41 First, any discrepancies between Gerrits-Faeges's deposition testimony and Savett's testimony about the last number of digits displayed on their respective receipts is not so material as to render Gerrits-Faeges an inadequate class representative. Inconsistencies between a plaintiff's deposition testimony and statements contained in other documents do not necessarily disqualify plaintiff from representing a proposed class. See *Kronfeld v. Trans World Airlines, Inc.*, 104 F.R.D. 50, 52 (S.D.N.Y. 1984).

¶ 42 Second, as for Gerrits-Faeges's failure to retain her receipt, it has been determined that "there are ample reasons for courts to certify a class without requiring members to provide a receipt. Imposing a receipt requirement would severely constrict consumer class actions where

most consumers do not keep receipts because the purchase price is low." *In re Kind LLC "Healthy & All Nat." Litig.*, 337 F.R.D. 581, 597 (S.D.N.Y. 2021)[1]. "Declining to certify classes when consumers are likely to lack proof of purchase 'would render class actions against producers almost impossible to bring.' " *In re Scotts EZ Seed Litig.*, 304 F.R.D. 397, 407 (S.D.N.Y. 2015) (quoting *Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 567 (S.D.N.Y. 2014)).

¶ 43 SP Plus next contends that plaintiffs have personal and business relationships with the class counsel, Daniel R. Karon, which renders them inadequate class representatives. According to SP Plus, Savett cannot adequately represent the interests of the class because he and Karon "are serial class action litigants who have collaborated together on a significant number of cases, switching roles back-and-forth as class counsel and named plaintiff." SP Plus argues that this pre-existing relationship between Savett and Karon raises ethical concerns and potential conflict-of-interest issues.

¶ 44 To support this argument, SP Plus relies on *Susman v. Lincoln American Corp.*, 561 F.2d 86, 95-96 (7th Cir. 1977), where the Seventh Circuit Court of Appeals affirmed a district court's determination that a proposed lead plaintiff was an inadequate representative due to an inherent conflict-of-interest. The case concerned two consolidated appeals. *Id*. at 87. In the first, the plaintiff, who was an attorney, was represented by an attorney from the same law firm. *Id*. at 94. In the second, the attorney was the class representative's brother. *Id*. at 95. There are no similar facts in the instant case. *Susman* is factually distinguishable.

¶ 45 Savett's past relationship with Karon "appears to be limited to representation in other matters." *Armes v. Shanta Enterprise, Inc.*, No. 07 C 5766, 2009 WL 2020781, at *4 (N.D. Ill. July 8, 2009). Unlike *Susman*, "there is no evidence that [Savett] has a familial or business relationship

[1]The proposed class was subsequently decertified. *In re Kind LLC "Healthy & All Nat." Litig.*, 627 F. Supp. 3d 269, 274 (S.D.N.Y. 2022).

with [Karon] outside of their attorney-client relationship." *Id*.

¶ 46 We also disagree with SP Plus's contention that Gerrits-Faeges is an inadequate class representative because of her friendship with Karon, or the fact that their children attended school together. We do not believe this has any bearing on Gerrits-Faeges's ability to adequately represent the interests of the class. Mere friendship between a class representative and class counsel does not necessarily render the representation inadequate. See *In re Toys "R" Us – Delaware, Inc. – Fair & Accurate Credit Transactions Act (FACTA) Litig.*, 300 F.R.D. 347, 372-75 (C.D. Cal. 2013).

¶ 47 In sum, we hold the trial court did not abuse its discretion in finding that Savett and Gerrits-Faeges are adequate class representatives as required by section 2-801(3). In addition, we find that class counsel is qualified to represent the interests of the proposed class.

¶ 48 D. Numerosity

¶ 49 SP Plus finally contends that the proposed class is overbroad and thus fails the numerosity requirement because it includes:

> "[E]very single credit or debit card parking transaction at the Cleveland Airport Parking Facility during the purported class period, regardless of: the location where the transaction occurred; the type of equipment and software used in the transaction; whether an electronically printed receipt was provided; whether any such receipt printed more than the last five digits of the card number; and whether the parking patron was a 'consumer' or a business."

¶ 50 Contrary to SP Plus's contentions, the record shows that plaintiffs based their numerosity figure on "[a]ll people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card." The trial court

determined that plaintiffs established the required numerosity as their motion for certification identified "more than 40 members." Our court has found that " '[i]f the class has more than forty people in it, numerosity is satisfied.' " *Wood River Area Development Corp. v. Germania Federal Savings & Loan Ass'n*, 198 Ill. App. 3d 445, 450 (1990) (quoting Miller, *An Overview of Federal Class Actions: Past, Present, and Future*, Federal Judicial Center, at 22 (1997)).

¶ 51 Plaintiffs are not required to demonstrate a precise figure for the class size, as a good faith, nonspeculative estimate will suffice. *Cruz v. Unilock Chicago, Inc.*, 383 Ill. App. 3d 752, 771 (2008). What is required is that plaintiffs demonstrate "that the class is sufficiently numerous to make joinder of all of the members impracticable." *Id*. In this case, plaintiffs identified over forty potential class members, and therefore, we find that the trial court did not abuse its discretion in concluding that the proposed class satisfied the numerosity requirement.

¶ 52 Here, the trial court properly found that all four requirements for maintaining a class action under section 2-801 of the Code - numerosity, commonality, adequacy of representation, and appropriateness - were satisfied. The proposed class is ascertainable and thus appropriate for class certification where class membership is limited to individuals who paid for parking at the main parking deck of the airport using a credit card or debit card during the relevant time period. SP Plus's alleged conduct in printing receipts that failed to comply with the statute's truncation requirements created common questions of fact and law, satisfying the commonality requirement. The evidence demonstrates that Savett and Gerrits-Faeges are adequate class representatives as they are sufficiently knowledgeable about the action and their claims do not conflict with the claims of other proposed class members. And finally, the proposed class satisfies the numerosity requirement for class certification where the trial court determined that the proposed class contained "something smaller that 483,817 (the number of parking

transactions) *** [but] well more than 40 members."

¶ 53 III. CONCLUSION

¶ 54 For the foregoing reasons, we affirm the trial court's decision certifying the lawsuit as a class action.

¶ 55 Affirmed.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION
GENERAL CHANCERY SECTION

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiffs, v. SP PLUS CORPORATION, formerly known as Standard Parking Corporation, and DOES 1 to 10, Defendants.	CASE NO. 17 CH 2437 CALENDAR 11
SP PLUS CORPORATION, Defendant/Third-Party Plaintiff, v. HUB PARKING TECHNOLOGY USA, INC., a Deleware cooperation, as successor-in-interest to CTR Parking Solutions, LLC, Third-Party Defendant.	Judge Pamela McLean Meyerson APR 26 2023 Circuit Court – 2097

ORDER

This matter came before the Court for hearing on Plaintiffs' Motion for Class Certification. For the reasons explained below, the Court grants the motion and certifies the class.

BACKGROUND

This proposed class action involves airport parking lot receipts. Plaintiffs allege that when they parked at Cleveland Hopkins Airport, Defendant issued receipts that revealed too

many digits of Plaintiffs' credit or debit cards. Plaintiff Adam Savett filed this suit on February 17, 2017, claiming that the garage operator, Defendant SP Plus Corporation ("Defendant" or "SP Plus"), violated the Fair and Accurate Credit Transactions Act ("FACTA") amendment to the Fair Credit Reporting Act, 15 U.S.C. §1681 *et seq.* SP Plus filed a Third-Party Complaint against HUB Parking Technology USA, Inc. ("HUB"), alleging that the receipts at issue were printed by equipment and software controlled and maintained by HUB.

The operative pleading is the Amended Complaint filed on June 1, 2018, which added Michele Gerrits-Faeges as a named Plaintiff. It alleges that SP Plus violated FACTA's §1681c(g), which provides:

> [N]o person that accepts credit cards or debit cards for the transaction of business shall print more than the last 5 digits of the card number or the expiration date upon any receipt provided to the cardholder at the point of sale or transaction.

Plaintiff filed an initial Motion for Class Certification when he filed his Complaint, and on April 13, 2017 the Court entered and continued that motion generally. The litigation proceeded—through the COVID-19 pandemic—with the parties engaging in extensive motion practice and discovery. After discovery was complete, Plaintiffs filed the amended Motion for Class Certification now at issue. The Court reviewed the Motion and briefs, heard oral arguments in person on February 1, 2023, and took the matter under advisement.

THE PROPOSED CLASS

In their Amended Complaint, Plaintiffs identified the proposed class as:

> All people to whom Defendants provided an electronically printed receipt at the point of sale or transaction on or after a date two years before this lawsuit's filing that displayed (a) more than the last five digits of the person's credit or debit card number or (b) the expiration date of the person's credit or debit card.

(Amended Complaint ¶ 46).

The Motion for Class Certification revised this definition, and Plaintiffs now ask the Court to certify the following class:

> All people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card.
>
> The class excludes Plaintiffs' and Defendant's counsel, their employees, and family members of both, employees of SP Plus and HUB Parking and family members of both, and Court personnel and their family members.

ANALYSIS

Certification of a class in state court in Illinois is governed by Section 2-801 of the Illinois Code of Civil Procedure, which provides:

> An action may be maintained as a class action in any court of this State and a party may sue or be sued as a representative party of the class only if the court finds:
> **(1)** The class is so numerous that joinder of all members is impracticable.
> **(2)** There are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members.
> **(3)** The representative parties will fairly and adequately protect the interest of the class.
> **(4)** The class action is an appropriate method for the fair and efficient adjudication of the controversy.

735 ILCS 5/2-801.

The proponent of the class has the burden of establishing these four prerequisites. Decisions regarding class certification are within the sound discretion of the trial court, as long as that discretion is exercised within the framework of Section 2-801. *Avery v. State Farm Mut. Auto. Ins. Co.*, 216 Ill. 2d 100, 125-26 (2005). In deciding whether to certify a proposed class, the trial court "accepts the allegations of the complaint as true and should err in favor of maintaining class certification, but should avoid deciding the underlying merits of the case or resolving unsettled legal questions." *CE Design Ltd. v. C&T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 9 (internal citations omitted).

Ascertainability

At the outset, SP Plus argues that Plaintiffs fail to establish the "implicit requirement" of ascertainability. They emphasize that the parties know the number of transactions that took place in each lane at the airport parking garages, but no one can associate those transactions with particular people. Relying heavily on *Grimes v. Rave Motion Pictures Birmingham, L.L.C.*, 264 F.R.D. 659 (N.D. Ala. 2010), SP Plus contends the proposed class in this case is too "amorphous and undefined" to be ascertained—Plaintiffs have not identified "who, exactly, are [the class members], and how can they be located?" (Dft's Resp. at 8).

Plaintiffs rely on a different federal case, *Mullins v. Direct Digital LLC*, 795 F. 3d 654 (7th Cir. 2015), to support their position that the proposed class is sufficiently ascertainable. *Mullins* rejected the heightened ascertainability standard applied by some federal courts, stating, "District courts should continue to insist that the class definition satisfy the established meaning of ascertainability by defining classes clearly and with objective criteria." *Id.* at 672. Specifically, said the court, "Class definitions generally need to identify a particular group, harmed during a particular time frame, in a particular location, in a particular way." *Id.* at 660.

Plaintiffs say they've done that: the group = persons who parked in the main parking lot at Cleveland Hopkins Airport; the time frame = February 17, 2015 to May 19, 2016; the method of harm = payment with a credit card or debit card (which allegedly caused a noncompliant receipt to be generated).

Because Section 2-801 of the Illinois Code of Civil Procedure is based on Rule 23 of the Federal Rules of Civil Procedure, "federal decisions interpreting Rule 23 are persuasive authority with regard to questions of class certification in Illinois." *Avery v. State Farm Mut. Auto. Ins. Co.*, 216 Ill. 2d 100, 125 (2005). Neither *Grimes* nor *Mullins* is controlling authority, so the Court may consider both and decide which one is more persuasive.

Rather than considering "ascertainability" as an additional requirement separate from the four explicit elements of Section 2-801, the Court considers it as one factor to be taken into account in deciding whether a class action is "an appropriate method for the fair and efficient adjudication of the controversy" under 2-801(4). In analyzing this factor, the Court finds *Mullins* more persuasive. *Mullins* held that "courts should not decline certification merely because the plaintiff's proposed method for identifying class members relies on affidavits." *Id.* at 672. This is in keeping with Illinois cases holding that the names of class members need not be identified at the outset. *See, e.g., CE Design Ltd. v. C&T Pizza, Inc.*, 2015 IL App (1st) 131465 ¶ 14. When questioned at oral argument, Plaintiffs' counsel offered some ideas about how a claims administrator could get the word out to potential class members, and suggested that class members could file an affidavit under penalty of perjury to prove they are members of the class. This was sufficient in *Mullins*, and the Court finds it sufficient in our case.

The Court is satisfied that Plaintiffs have defined the class clearly and with objective criteria. The class is sufficiently ascertainable.

Numerosity

In their Motion, Plaintiffs initially maintained that the proposed class includes members who engaged in 1,080,415 parking transactions (or "parks"). Defendant questioned this number in its Response, and Plaintiffs in their Reply reduced their estimate to 483,817 parks.

The court in *Wood River Area Dev. Corp. v. Germania Fed. Sav. & Loan Ass'n*, 198 Ill. App. 3d 445 (5th Dist. 1990) noted there is "no bright line, no magic number" of class members needed to meet the numerosity requirement. But it also noted with approval this guideline often used in federal cases:

> If the class has more than forty people in it, numerosity is satisfied; if the class has less than twenty-five people in it, numerosity probably is lacking; if the class has between twenty-five and forty, there is no automatic rule and other factors ... become relevant.

Id. at 450 (1990). The standard is whether or not "joinder of all members is impracticable." 735 ILCS 5/2-801(1).

Taking into account that some class members would have parked at the subject parking lot more than once during the class period, the number of persons within the class is something smaller than 483,817 (the number of parking transactions). Still, it's safe to say the class contains well more than 40 members. Plaintiffs easily meet the numerosity requirement.

Commonality/Predominance

The second requirement is that the case must involve "questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members." 735 ILCS 5/2-801(2). As the Illinois Supreme Court has explained,

> The test for predominance is not whether the common issues outnumber the individual ones, but whether common or individual issues will be the object of most of the efforts of the litigants and the court. ... Satisfaction of section 2-801's predominance requirement necessitates a showing that "successful adjudication of the purported class representatives' individual claims will establish a right of recovery in other class members."

Smith v. Ill. Cent. R.R. Co., 223 Ill. 2d 441, 448-49 (2006) (internal citations omitted).

In analyzing the predominance element, the Court must "look beyond the pleadings to understand the claims, defenses, relevant facts, and applicable substantive law." *Smith*, 223 Ill. 2d 441 at 449. At the same time, the Court is mindful that it should not decide the underlying merits of the case at this stage.

Applying these guidelines, the Court finds that common questions do predominate in this case over questions affecting only individual members. Those common questions include:

- Did SP Plus provide class members with a receipt on which it printed more than the last five digits of their credit or debit card?

- Did SP Plus willfully violate FACTA?

Plaintiffs reference the deposition testimony of SP Plus and HUB employees to support their argument that SP Plus had a uniform practice of printing noncompliant receipts in the subject parking lanes during the class period. The evidence at trial may or may not prove this to be true, but in any event, it presents a common question of fact. Determining this issue for the

class representatives will establish a right of recovery for the whole class. The Court rejects Defendant's contention that the Court will need to individually determine the circumstances of each class member's parking experience.

Among other things, Defendant raises the prospect that some class members were checked out of the parking facility not with HUB-supplied equipment and software that issued noncompliant receipts, but with a hand-held Verifone device that issued complaint receipts. Defendant says it would need to question each individual class member to find out what kind of equipment was used for them.

We do not know at this point exactly how many times the Verifone devices were used, but Plaintiff submitted evidence they were used only sporadically. Based on this evidence, the Court finds that occasional use of the Verifone devices was not enough to defeat class certification. As the Seventh Circuit has stated,

> [A] class will often include persons who have not been injured by the defendant's conduct; indeed this is almost inevitable... . Such a possibility or indeed inevitability does not preclude class certification.

Kohen v. Pac. Inv. Mgmt. Co. LLC & PIMCO Funds, 571 F.3d 672, 677 (7th Cir. 2009).

Plaintiffs have satisfied the commonality and predominance element.

Adequacy of Representation

The third requirement for class certification is that the class representatives "will fairly and adequately protect the interest of the class." 735 ILCS 5/2-801(3). In evaluating proposed class representatives, the standard is whether their interests are the same as those of the rest of the class, and whether they will fairly represent the class. *See Miner v. Gillette Co.*, 87 Ill. 2d 7, 14 (1981). Plaintiffs ask the Court to approve as class representatives Adam Savett and Michele Gerrits-Faeges, who both claim to have been injured in the same way as the rest of the class—by receiving a receipt from the Cleveland Hopkins Airport that printed too many numbers of their credit card, in violation of FACTA.

SP Plus argues that Mr. Savett cannot fairly and adequately represent the interests of the class because he himself cannot pursue a claim under FACTA. SP Plus points out that Mr. Savett parked at the airport while on business trips, used a corporate credit card, and did not pay the credit card bill himself. SP Plus cites *Pezl v. Amore Mio*, 259 F.R.D. 344 (N.D. Ill. 2004), where the court held that a plaintiff was not an adequate class representative because he had used a business credit card and was therefore not a "consumer" under FACTA.

Plaintiffs cite other Northern District of Illinois cases that held otherwise, and the Court finds these cases more persuasive. The facts in our case mirror those of *Beringer v. Standard Parking Corp.*, No. 07 C 5027, 2008 U.S. Dist. LEXIS 72873 (N.D. Ill. Sep. 24, 2008)—a FACTA case involving airport parking receipts issued at O'Hare. The court certified the class in *Beringer* over many objections, including that it was not possible to determine which transactions had been made with credit cards issued to individuals as opposed to those issued to entities. *Shurland v. Bacci Cafe & Pizzeria on Ogden, Inc.*, 259 F.R.D. 151 (N.D. Ill. 2009) reached the same result but explained its analysis of this issue in more detail, carefully parsing the language of FACTA and concluding that its "protections thus extend to holders of both business and consumer credit cards." *Id.* at 160.

This Court likewise holds that, while only natural persons (and not business entities) may be plaintiffs in an action under Section §1681n of FACTA, those natural persons may base their claim on a transaction using either a personal credit card or a business credit card. That means that Mr. Savett is not precluded from representing the class.

As for Ms. Gerrits-Faeges, Defendant argued she cannot represent the interests of the class because she didn't even save her receipt. Defendant also points to her deposition testimony that differs from what Mr. Savett testified concerning which digits were printed on the receipt. These facts do not disqualify Ms. Gerrits-Faeges from representing the interests of the class. While Ms. Gerrits-Faeges may not have retained the receipt to back up her claim, she has actively participated in this litigation and understands the issues in the case.

Defendant also questioned Plaintiffs' suitability as class representatives because of their social and business ties with counsel. Assuming the relationships were accurately described, the Court finds nothing of concern.

Further, the Court finds that proposed class counsel (Karon LLC and Lynch Carpenter LLP) are qualified to serve as class counsel. The Court has observed counsel's advocacy during the six years this case has been pending, and finds they are experienced and diligent class action attorneys who will fairly and adequately protect the interests of the class.

Plaintiffs have satisfied the adequacy element.

Appropriateness

Finally, a class action must be "an appropriate method for the fair and efficient adjudication of the controversy." 735 ILCS 5/2-801(4). In analyzing this element, a court must ask if a class action: "(1) can best secure the economies of time, effort and expense, and promote uniformity; or (2) accomplish the other ends of equity and justice that class actions seek to obtain." *Gordon v. Boden*, 224 Ill. App. 3d 195, 203 (1st Dist. 1991). As we have discussed, one

factor in this analysis is whether Plaintiffs have defined the class is such a way that class members can be ascertained. They have, so that factor weighs in favor of certification.

The Court has also determined that Plaintiff meets the first three requirements of Section 2-801—the class is sufficiently numerous, common questions predominate, and class representatives and counsel will fairly and adequately protect the interest of the class. Illinois courts have recognized that, if a Plaintiff establishes these three requirements, it is "evident that the fourth requirement is fulfilled." *Id.* at 204.

The fairness and efficiency of determining the common issues in our case in one proceeding is apparent. The privacy rights of many individuals have allegedly been violated by the same practice. Individually, they incurred damages too small to justify a separate action. As a practical matter, they would have no redress for their claims if they could not join a class. A class action allows them to bring their claims and, at the same time, allows Defendant a full opportunity to defend against those claims and for the Court to efficiently adjudicate them. This is what class actions were designed to achieve.

CONCLUSION

The Court certifies the following class:

> All people who, from February 17, 2015 to May 19, 2016, paid for parking at the main parking deck at Cleveland Hopkins Airport using a credit card or debit card.
>
> The class excludes Plaintiffs' and Defendants' counsel, their employees, and family members of both, employees of SP Plus and HUB Parking and family members of both, and Court personnel and their family members.

The Court appoints Adam Savett and Michele Gerrits-Faeges as class representatives.

The Court appoints Karon LLC and Lynch Carpenter LLP as class counsel.

This matter is continued to May 26, 2023 at 10:15 a.m. for further status by Zoom. Meeting **928 9663 2736**, Password **813107**.

If a party is unable to sign on with a computer or cell phone, a party may also dial in to the hearing by calling **312-626-6799**. Then, when prompted, enter the Zoom Meeting ID (**928 9663 2736**), and follow prompts as appropriate.

Judge Pamela McLean Meyerson

This Order is entered to correct scrivenor's errors contained in the Court's Order dated 4/21/23, and it replaces the 4/21/23 Order.

Judge Pamela McLean Meyerson

APR 26 2023

Circuit Court – 2097

Appeal No. 1-23-0931

IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiff/Appellees, v. SP PLUS CORP. Defendant/Appellant.	)	Appeal from the Circuit Court of Cook County Illinois, County Dept., Chancery Division

PLAINTIFFS-APPELLEES' MOTION TO PUBLISH AS AN OPINION THE COURT'S ORDER DECIDING THIS APPEAL

Pursuant to Illinois Supreme Court Rule 23(f), Plaintiffs-Appellees hereby move to publish as an opinion the Court's December 26, 2024 order deciding the appeal of this matter because the Court's decision is the first Illinois appellate court decision on class certification in a case under the Fair and Accurate Credit Transactions Act ("FACTA"), and makes multiple new points of Illinois class action law. In support of this motion, Plaintiffs-Appellees state:

1. On December 26, 2024, this Court issued the attached fifty-five paragraph order affirming the circuit court's class certification decision, finding the requirements for class certification met in this FACTA case. (Order, attached).

2. Illinois Supreme Court Rule 23 provides for publication of this Court's decision as an opinion if "the decision establishes a new rule of law or modifies, explains or criticizes an existing rule of law." Ill. Sup. Ct. R. 23(a)(1).

3. This court's December 26th order meets this criterium in multiple ways.

4. First, the Court's decision adopts a new point of Illinois law concerning class "ascertainability," which is "an implicit requirement for class certification" (Order at ¶16), and thus wholly dependent on case law for development.

5. Specifically, the Court's order is the first Illinois appellate decision to establish it is not is not necessary to determine the number of class members with a "valid claim" at the class certification stage, but rather that issue should wait until the case reaches the merits. (Order at ¶19 ("The possibility that some class members might not have been harmed because they may have received FACTA-compliant receipts printed on hand-held devices does not preclude class certification. The number of class members with a valid claim is an issue to be determined after class certification.")). This new point of Illinois law is critical because defendants in class cases commonly argue a class is not sufficiently "ascertainable" based on the possibility the class might include some persons with invalid claims, and this Court's decision makes clear that argument is not grounds for denying class certification. (*Id.*).

6. However, the Order does not cite Illinois authority for this proposition, but rather a decision from the federal Seventh Circuit. (*Id.* (citing *Parko v. Shell Oil Co.*, 739 F.3d 1083, 1085 (7th Cir. 2014) ("[A] class will often include persons who have not been injured by the defendant's conduct; indeed this is almost inevitable because at the outset of the case many members of the class may be unknown, or if they are known still the facts bearing on their claims may be unknown. Such a possibility or indeed inevitability does not preclude class certification.")).

7. Accordingly, while this is a well-established proposition of class action law in the federal courts, this Court was unable to cite Illinois authority for it, and publication of the Court's order will spare future parties and courts from expending time and resources litigating the point.

8. Second, this Court's Order is the first to establish multiple points of law regarding the requirement the plaintiff be an "adequate" representative, including:

(a) alleged "[i]nconsistencies between a plaintiff's deposition testimony and statements contained in other documents do not necessarily disqualify plaintiff from representing a proposed class." (Order at ¶41).

(b) adequacy does not require plaintiffs retain their receipt or other "proof of purchase" because "[i]mposing a receipt requirement would severely constrict consumer class actions where most consumers do not keep receipts because the purchase price is low." (Order at ¶42)

(c) "[m]ere friendship between a class representative and class counsel does not necessarily render the representation inadequate." (Order at ¶46).

9. These are all important points because class action defendants frequently challenge the named plaintiff's adequacy based on any perceived defect, whether material or not, yet no other appellate-level Illinois court has addressed these arguments because, once again, this Court had to cite federal decisions on each. (*Id.* at ¶41, ¶42, ¶46 (collecting cases)). Thus, once again, publication of the Court's order will provide future class action litigants and courts in Illinois with guidance on these matters.

10. Third, because this Court's order is the first Illinois appellate class certification decision ever involving a FACTA claim, it is the first to determine that the allegations giving rise to a FACTA claim satisfy the commonality requirement for class certification. (Order at ¶27). Specifically, the Court observed, citing multiple federal cases but no prior Illinois decision, the case satisfies the class "commonalty" requirement because "the case presents a single question of law across the entire class: Do the receipts printed by Defendant violate 15 U.S.C. § 1681c(g)." (*Id.*).

Again, the publication of this Court's decision will enable future litigants and courts in FACTA case in Illinois to cite this Court's decision as authority on the point instead of having to rely on non-binding federal decisions.

11. Finally, this Court's order is the first Illinois decision to hold that while FACTA plaintiffs must be natural persons to bring suit (because the statute limits the right of action to "consumers," which it defines to include on natural persons), those persons may proceed with their FACTA claims even if the card they used in the transaction giving rise to their claim is a "business" credit card instead of a personal card. (Order at ¶34-¶39). The Court's resolution of this issue is extensive, well-reasoned, and based on multiple federal cases for which, once again, there is presently no Illinois authority. (*Id.*). Thus, to provide binding guidance on this new point for future FACTA litigants and courts in Illinois, the Court's order should be published.

12. This motion is timely, as Rule 23(f) requires any motion to publish be filed within twenty-one days of entry of the order the movant proposes to publish, the order in question was entered December 26, 2025, and twenty-one days from entry of that order is January 16, 2025.

WHEREFORE, pursuant to Illinois Supreme Court Rule 23(f), Plaintiffs-Appellees requests this Court's December 26, 2024 order deciding this appeal be published as an opinion.

Date: January 16, 2025

Respectfully Submitted

s/ Katrina Carroll
One of Plaintiffs'-Appellees' Attorneys

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CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that she caused copies of this **PLAINTIFFS-APPELLEES' MOTION TO PUBLISH AS AN OPINION THE COURT'S ORDER DECIDING THIS APPEAL** to be served upon counsel on the attached service list via email this 16th day of January, 2025.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth herein are true and correct.

/s/ Katrina Carroll
Katrina Carroll

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IN THE
APPELLATE COURT OF ILLINOIS
FIRST JUDICIAL DISTRICT

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiff/Appellees, v. SP PLUS CORP. Defendant/Appellant.	Appeal from the Circuit Court of Cook County Illinois, County Dept., Chancery Division

ORDER

Pursuant to Illinois Supreme Court Rule 23(f), Plaintiffs-Appellees have moved this Court to publish as an opinion its December 26, 2024, order deciding the appeal of this matter because the Court's decision is the first Illinois appellate court decision on class certification in a case under the Fair and Accurate Credit Transactions Act ("FACTA") and makes multiple new points of Illinois class action law.

Having considered the parties' arguments, this Court hereby DENIES Plaintiffs-Appellees' motion.

Dated: _____

ORDER ENTERED

JAN 29 2025

APPELLATE COURT FIRST DISTRICT

Jesse D. Reyes
Justice

LeRoy K. Martin Jr.
Justice

Debra B. Walker
Justice

Justice Walker would grant the motion.

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiffs, v. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendants.	Case No. 17-CH-02437 Hon. D. Renee Jackson
SP PLUS CORPORATION, a Delaware Corporation, Third-Party Plaintiff, v. HUB PARKING TECHNOLOGY USA, INC., a Delaware Corporation, as successor-in-interest to CTR PARKING SOLUTIONS, LLC, Third-Party Defendant.	

DECLARATION OF DANIEL KARON IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Daniel Karon, declare as follows:

1. The parties have been litigating fiercely for almost nine years.

2. Over this time, the parties engaged in extensive discovery, involving thousands of pages of documents and numerous depositions.

3. Plaintiffs were able to obtain a class certification order that the First District Court of Appeals affirmed.

4. On November 20, 2025, the Illinois Supreme Court, in *Fausett v. Walgreen Co.,* 2025 IL 13144, ruled that "plaintiff lacked standing to bring her FACTA violation claim and thus the granting of class certification was erroneous." *Id.* at ¶ 54.

5. The parties' settlement survives this ruling because they executed the Settlement Agreement before the *Fausett* decision; plus, considering the uncertainty during mediation that *Fausett* caused both sides, the settlement was not subject to revocation based on changes in the law.

6. Given *Fausett*, which impending ruling was a significant factor driving the parties' Settlement Agreement, had Plaintiffs not settled, they and the Class Members would have recovered nothing.

7. Accordingly, the parties' settlement is necessarily and undeniably in the best interests of the Class.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and that this declaration was executed in Boca Raton, Florida, on December 5, 2025.

By: *s/Daniel R. Karon*
Daniel R. Karon

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiffs, v. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendants.	Case No. 17-CH-02437 Hon. D. Renee Jackson
SP PLUS CORPORATION, a Delaware Corporation, Third-Party Plaintiff, v. HUB PARKING TECHNOLOGY USA, INC., a Delaware Corporation, as successor-in-interest to CTR PARKING SOLUTIONS, LLC, Third-Party Defendant.	

DECLARATION OF KATRINA CARROLL IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Katrina Carroll, declare as follows:

1. The parties have been litigating fiercely for almost nine years.

2. Over this time, the parties engaged in extensive discovery, involving thousands of pages of documents and numerous depositions.

3. Plaintiffs were able to obtain a class certification order that the First District Court of Appeals affirmed.

4. On November 20, 2025, the Illinois Supreme Court, in *Fausett v. Walgreen Co.,* 2025 IL 13144, ruled that "plaintiff lacked standing to bring her FACTA violation claim and thus the granting of class certification was erroneous." *Id.* at ¶ 54.

5. The parties' settlement survives this ruling because they executed a Settlement Agreement before the *Fausett* decision; plus, considering the uncertainty during mediation that *Fausett* caused both sides, the settlement was not subject to revocation based on changes in the law.

6. Given *Fausett*, which impending ruling was a significant factor driving the parties' Settlement Agreement, had Plaintiffs not settled, they and the Class Members would have recovered nothing.

7. Accordingly, the parties' settlement is necessarily and undeniably in the best interests of the Class.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and that this declaration was executed in Chicago, Illinois, on December 5, 2025.

By: *s/Katrina Carroll*
Katrina Carroll

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

ADAM SAVETT and MICHELE GERRITS-FAEGES, on behalf of themselves and all others similarly situated, Plaintiffs, v. SP PLUS CORPORATION, formerly known as STANDARD PARKING CORPORATION, and DOES 1 to 10, Defendants.	Case No. 17-CH-02437 Hon. D. Renee Jackson
SP PLUS CORPORATION, a Delaware Corporation, Third-Party Plaintiff, v. HUB PARKING TECHNOLOGY USA, INC., a Delaware Corporation, as successor-in-interest to CTR PARKING SOLUTIONS, LLC, Third-Party Defendant.	

DECLARATION OF RICHARD SIMMONS IN SUPPORT OF PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Richard Simmons, declare as follows:

1. I am the president of Analytics Consulting LLC.

2. I joined Analytics in 1990 and have more than 33 years of experience developing and implementing class action communications and settlement programs.

3. I have developed and implemented notice campaigns ranging in size up to 45 million known class members and 180 million unknown class members.

4. I have testified regarding legal notice in privacy, building products, civil rights, consumer products, environmental pollution, and securities litigation settlements.

5. I have managed claims processes for settlement funds ranging up to $1 billion.

6. I have been retained to provide notice and claims services attendant to the settlement of this matter.

7. Subject to this Court's approval, digital advertisements will be geographically limited to the Cleveland Designated Market Area (DMA), officially known as the Cleveland-Akron (Canton) DMA®. This region includes Cleveland, Akron, Canton, and surrounding areas in northeastern Ohio.

8. Notice efforts will be focused on reaching adults who either live in or have recently been located within this DMA. Analytics would place particular emphasis on individuals likely to be frequent travelers, as this aligns with the behavior of class members in this matter (e.g., airport visitors).

9. A total of 2.8 million digital impressions will be delivered over the course of the campaign.

10. Digital advertisements would appear across two online platforms, selected for their ability to target users based on geographic location and relevant interests:

- Facebook: Impressions would target adults in the Cleveland-Akron-Canton media market who have expressed interest in travel-related content.
- Reddit: Impressions would run in the *r/Cleveland* subreddit, which is an online community for Cleveland area residents.

11. The notice and administration process would also include signs posted at the main parking deck exit stations at Cleveland Hopkins International Airport as follows:

> Did you park here from February 17, 2015, through May 19, 2016, and use a credit or debit card for payment, and receive an electronically printed paper receipt? If so, you can scan the QR Code below to see if you might be eligible to receive a voucher of up to $23 to be used at this facility, subject to verification and certain limitations.

12. Finally, notice would include a one-time advertising run during the Claim Period in the Sunday Cleveland Plain Dealer (print edition).

13. This targeted digital advertising approach complies with legal standards for notice and due process and effectively informs individuals who are most likely to be affected by the Settlement.

14. The cost to administer this settlement is approximately $44,000.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge and that this declaration was executed in Chanhassen, Minnesota, on December 5, 2025.

By: *s/Richard Simmons*
Richard Simmons