

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

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

**ORDER GRANTING PRELIMINARY APPROVAL  
OF CLASS SETTLEMENT**

And now this 5th day of January, 2026, 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.<sup>1</sup>
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.

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<sup>1</sup> Capitalized terms in this Order, unless otherwise defined, have the same definitions as those terms in the Settlement Agreement.

### **Reasonableness of 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 [www.clevelandhopkinsparkingsettlement.com](http://www.clevelandhopkinsparkingsettlement.com). The Claim Form must be submitted electronically. The Claim Form must be submitted online on or before 11:59 p.m. (Central) on **April 22, 2026**.

### **Class Certification And Preliminary Certification of Settlement Class**

7. This Court has previously certified a class in this case. The Court now preliminary 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 themselves 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 **April 22, 2026**, 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 shall also have no right to object to the Settlement Agreement or to 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 **April 22, 2026**.

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 **June 18, 2026, at 2:15 p.m. Central**, before the Honorable D. Renee Jackson in Courtroom 2305 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 Paragraphs 25–32 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**.

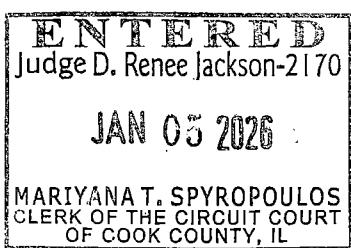
45. By no later than 7 days before the Final Approval Hearing, replies shall be filed to any filings by Objectors, if any.

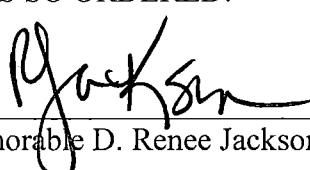
46. Based on the date of this Order and the date of the Fairness Hearing, the following are certain dates associated with this Settlement:

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	No later than 10 days after entry of this Order ("QR Code Posting Date"): <b>January 15, 2026</b>

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).	
Last day for Class Members to Opt-Out from or Object to the Settlement	97 days after the QR Code Posting Date: <b>April 22, 2026</b>
Last day for Class Members to file a claim	97 days after the QR Code Posting Date: <b>April 22, 2026</b>
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): <b>April 10, 2026</b>
Motion for Final Approval to be filed, which will include responses to any objections	28 days before Final Approval Hearing: <b>May 21, 2026</b>
Objectors' Responses, if any, to Motion for Final Approval and/or Petition for Attorneys' Fees and Service Awards	14 days before Final Approval Hearing: <b>June 4, 2026</b>
Notices of Intent to Appear at Final Approval Hearing must be postmarked or hand-delivered	14 days before Final Approval Hearing: <b>June 4, 2026</b>
Replies to any filings by any Objectors	7 days before Final Approval Hearing: <b>June 11, 2026</b>

IT IS SO ORDERED:



  
Honorable D. Renee Jackson

  
Date