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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 themselves 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's 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 Gerriets-Paeges

Michele Gerriets-Paeges

Counsel for Plaintiffs

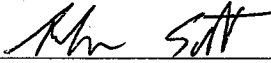
s/Daniel R. Karon

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: Tran
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

103612.000040 4901-9407-7041.1

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*

<input type="text"/>	<input type="text"/>	<input type="text"/>
First Name	Middle Name (optional)	Last Name

Residential Street Address*

Address Line 1

<input type="text"/>	<input type="text"/>	<input type="text"/>
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.collectiveaction.lawfirmofusa.com/>

SIGNATURE*

Use your mouse or finger to draw your signature above

2/20

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	<p>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.</p> <p>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.</p>	<p>Final Approval Hearing Date and Time:</p> <p>_____</p>
DO NOTHING	<p>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.</p>	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?
2. What is this lawsuit about?
3. Why is this a class action?
4. Why is there a Settlement?
5. How do I know if I am part of the Settlement?
6. I'm still not sure if I am included.

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

HOW TO RECEIVE A VOUCHER– SUBMITTING A CLAIM FORM

8. How can I get a Voucher?
9. When will I get my Voucher?
10. What are the limitations on using the Voucher?

THE LAWYERS IN THIS CASE AND THE REPRESENTATIVE PLAINTIFFS.....

11. Do I have a lawyer in this case?
12. How will the lawyers be paid?
13. Will the Named Plaintiffs receive any compensation for their efforts in bringing this Action?

DISMISSAL OF ACTION AND RELEASE OF ALL CLAIMS.....

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

HOW TO EXCLUDE YOURSELF FROM THE SETTLEMENT

15. How do I exclude myself from the Settlement?

HOW TO OBJECT TO THE SETTLEMENT

16. How do I tell the Court that I disagree with the Settlement?
17. What is the difference between excluding myself and objecting to the Settlement?

FINAL APPROVAL HEARING.....

18. What is the Final Approval Hearing?
19. When and where is the Final Approval Hearing?
20. May I speak at the hearing?

ADDITIONAL INFORMATION.....

21. How do I get more information?
22. What if my address or other information has changed or changes after I submit a Claim Form?

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 themselves 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 [REDACTED] and the U.S. postal (mailing) address is [REDACTED].

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 [\[REDACTED\]](#). 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 [\[REDACTED\]](#).

9. When will I get my Voucher?

As described in Sections 18 and 19 below, the Court will hold a hearing on [\[REDACTED\]](#) at [\[REDACTED\]](#), 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 [\[REDACTED\]](#). 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 [\[REDACTED\]](#), 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 [\[REDACTED\]](#) and mailed to the Settlement Administrator at:

Savett v. SP Plus Corp. Settlement
c/o [\[REDACTED\]](#)

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 [REDACTED]
[REDACTED]
[REDACTED]

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 [REDACTED]

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 [REDACTED]
[REDACTED]
[REDACTED]

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 [REDACTED], 2025, at [REDACTED] 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 [REDACTED] 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 [REDACTED] 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 [REDACTED]
[REDACTED]
[REDACTED]

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: [REDACTED]. Alternatively, you may contact the Settlement Administrator at the email address [REDACTED] or the U.S. postal (mailing) address: [REDACTED].

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 [REDACTED] 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 [REDACTED]
[REDACTED]
[REDACTED]

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 Agreement¹ 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 themselves 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

4909-3701-2332.1

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

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 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 themselves (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 [REDACTED].

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 [REDACTED], 2025, before the Honorable D. Renee Jackson in Courtroom [REDACTED] 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

103612.000040 4908-4717-7824.2

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

EXHIBIT 8

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

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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

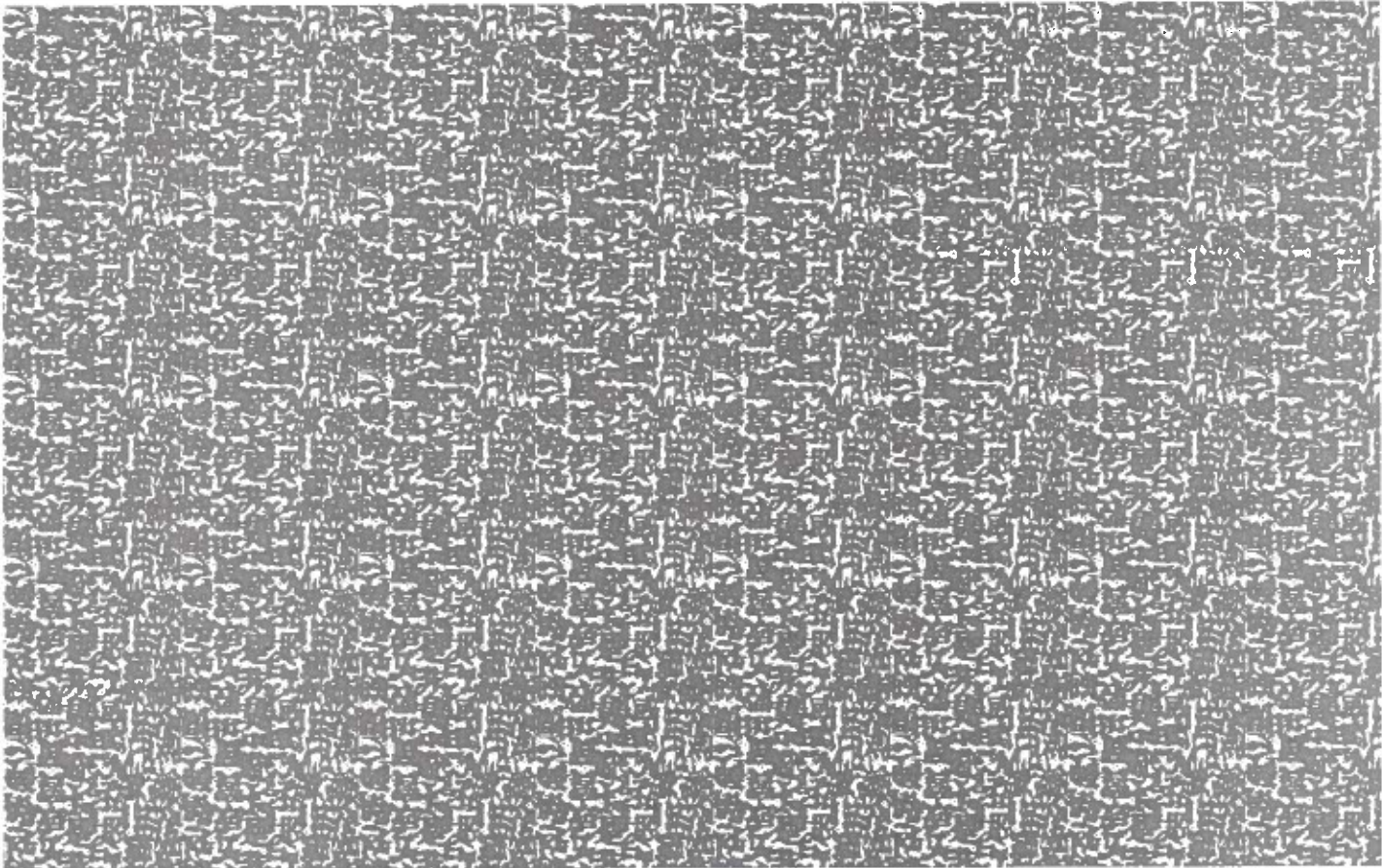
SEE OTHER SIDE FOR
OPENING INSTRUCTIONS

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

FILED DATE: 12/8/2025 12:26 PM, 2017CH02437
FOLD, CREASE AND TEAR ALONG PERFORATION



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ENDORSE HERE

X

☐ 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.

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MP