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

KATHRYN G. COLLIER and BENJAMIN M. SEITZ, on behalf of themselves and all others similarly situated,	)	
Plaintiffs,	)	
v.	)	Case No. 2016 CH 13568
SP PLUS CORPORATION,	)	The Honorable David B. Atkins Judge Presiding
Defendant.	)	

PLAINTIFFS' MEMORANDUM IN SUPPORT OF THEIR UNOPPOSED MOTION FOR SERVICE AWARDS TO CLASS REPRESENTATIVES AND AWARD OF ATTORNEYS' FEES AND COSTS TO CLASS COUNSEL

Plaintiffs Kathryn G. Collier and Benjamin M. Seitz allege that Defendant SP Plus Corporation knowingly or recklessly failed to comply with the Fair and Accurate Credit Transactions Act ("FACTA") by printing the expiration dates of credit cards and debit cards on receipts provided to consumers. Defendant denies these allegations. For nearly a decade, the Parties litigated the case from the time it was originally filed in federal court in Ohio, stayed, dismissed without prejudice, re-filed in this Court, removed to federal court, dismissed for lack of Article III standing, reversed on appeal by the Seventh Circuit, remanded, and then eventually stayed again pending the Illinois Supreme Court's November 25, 2025 ruling in *Fausett v. Walgreen Co*., 2025 IL 131444 ("*Fausett*"). *Fausett* held that a plaintiff who received payment card receipts that violated FACTA, but who alleged only an increased risk of identity theft without any actual harm, lacks standing to bring a claim. Throughout this timeline, which also spanned the Covid pandemic, the Parties exchanged multiples rounds of written discovery and produced and reviewed thousands of pages of records. In addition, the

Parties engaged in extensive arm's-length negotiations, including three separate formal mediation sessions with the Hon. Diane Walsh (Ret) that focused primarily on the claims in a parallel case, *Savett v. SP Plus*. *Savett* alleged FACTA violations by Defendant at Cleveland Hopkins International Airport and had progressed through class certification (upheld on appeal), but the mediations also sought to resolve the claims in this case.

Ultimately, the Parties reached an agreement in principle to settle this matter on a class-wide basis, subject to a final, more detailed Settlement Agreement. Consistent with that agreement in principle, the Parties entered into a binding settlement term sheet in April 2025, memorializing essential terms of their agreement in principle for the purpose of documenting a formal Settlement Agreement and in anticipation of obtaining this Court's approval of both the terms of the Settlement and subsequent administration. The Settlement Agreement aims to resolve this matter, with a view toward achieving substantial benefits for the Settlement Class while avoiding the cost, delay, and uncertainty of further litigation.

Under the Settlement Agreement, any Class Member[1] who submitted a timely and Valid Claim Form would receive a Voucher for up to $23 for airport parking at Dayton International Airport. The claim form required a sworn statement attesting that the Class Member parked at Dayton International Airport between October 14, 2014, and October 14, 2016, used a credit or debit card for payment, and received an electronically printed receipt. Class Members must also attest to the make and model of the vehicle used to park during the Class Period and provide other information, including their full name, home address, and a valid email address.

[1] Unless otherwise stated herein, all defined, capitalized terms included in this memorandum have the same meaning as in the Settlement Agreement, which was attached as Exhibit A to Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

Consistent with the highest ethical standards, and through Judge Welsh, the Parties negotiated potential attorneys' fees, costs, and a service award separately from the relief to the Class. On March 30, 2026, this Court preliminarily approved the Settlement Agreement. Plaintiffs now move this Court to approve service awards to Plaintiffs Collier and Seitz and an award of attorneys' fees and costs to Class Counsel.

Class Counsel undertook significant litigation efforts and expense to prosecute this nearly decade-long case. The Settlement Agreement provides a meaningful result for Class Members and was achieved because of Class Counsel's skill, determination, and tenacious advocacy. Indeed, given the Illinois Supreme Court's ruling in *Fausett*, the Class would have obtained no relief absent the Settlement Agreement reached while this case was stayed.

Plaintiffs now respectfully seek an award of attorneys' fees and costs of $150,000, which SP Plus has agreed to pay and from which Class Counsel proposes deducting $20,000 in order to pay service awards of $10,000 each to Plaintiffs Collier and Seitz. Notably, this negotiated amount of $150,000 will have no effect on Defendant's payments to Class Members. Accordingly, Plaintiffs submit that the requested fee and cost award is fair, reasonable, commensurate with the results obtained by Class Counsel, and consistent with Illinois precedent.

SUMMARY OF THE SETTLEMENT

The Class is defined as follows:

> All people who, from October 14, 2014, through October 14, 2016, paid for parking at the main parking garage or any surface lot (economy, short term, long term) at Dayton International Airport using a credit card or debit card and received an electronically printed paper receipt.

The Class does not include any person who timely excludes themself from the Class, nor does it include 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, or Court personnel and their family members.

The Agreement provides that Defendant shall provide a Voucher for up to $23 to be used for airport parking at Dayton International Airport to any Class member who submits a valid and timely claim form. Defendant has also agreed to pay the costs of Class Notice and administrative costs.

In exchange for this relief, a release will bind all Class Members who do not timely opt out. It will release all claims (as more fully set forth in the Settlement Agreement) in connection with the matters, issues, or facts alleged in, or which could have been alleged in, arising out of, or related to this lawsuit or alleged violations of FACTA. The full scope of the release, and its exact terms, are described in Section IV of the Agreement attached as Exhibit A to Plaintiffs' Preliminary Approval brief filed on February 6, 2026.

As it concerns attorneys' fees and costs, the Parties discussed and negotiated them separately from the proposed settlement terms for the Class (subject to Court approval) through Judge Welsh. The proposed class representative service awards, which would come from Plaintiffs' counsel's attorneys' fees and costs, are also separate from the Parties' agreement to a Class recovery. All negotiations were conducted at arm's length under the supervision of Judge Welsh and were structured in accordance with the highest ethical standards to avoid conflicts of interest between Class Counsel and the Class members. Notably, the proposed payment by SP Plus for fees and expenses ($150,000 less $20,000 in proposed service awards) is far less than the fees and expenses that Class Counsel would seek to recover from a common fund settlement. Indeed, as set forth in the accompanying Class Counsel Declaration, the total fees and expenses Class Counsel incurred are approximately

$510,000. In short, the Settlement Agreement provides meaningful relief for Class Members, who would otherwise receive nothing in light of *Fausett*, and a modest payment to Class Counsel for the time and expense they invested in litigating this case.

LAW AND DISCUSSION

I. The requested attorneys' fees are reasonable, and this Court should approve them.

A. This Court may consider the reasonableness of Class Counsel's attorneys' fee request.

Notwithstanding Defendant's agreement to the negotiated fee and costs award, the Court may assess the reasonableness of the requested fees and expenses when considering whether the Settlement is fair. *See Lurie v. Canadian Javelin Ltd.*, 93 Ill. 2d 231, 238 (1982), *abrogated on other grounds by Brundridge v. Glendale Fed. Bank, F.S.B.*, 168 Ill. 2d 235 (1995) (describing the suitability of the court to review reasonableness of fee request). Fairness and reasonableness determinations are entrusted to the sound discretion of this Court. *Godinez v. Sullivan-Lackey*, 352 Ill. App. 3d 87, 95 (Ill. App. Ct. 2004).

In *Lurie*, a case where defendants agreed to pay reasonable attorneys' fees not from a class fund but in addition to the stipulated class recovery, the court assessed the reasonableness of the fee request based on the total value of the settlement, the size and character of the class, and the results achieved, all of which determined the value to the class. *Lurie,* 93 Ill. 2d at 238-39.

Here, Class Counsel's fee request bears all the hallmarks of fee awards that Illinois state and federal courts have approved. The Parties reached a settlement through a mediation process overseen by and with the assistance of Judge Welsh. The amount of class relief was negotiated and agreed to separately from negotiations regarding attorneys' fees, costs, and a class representative service award. The structure of the Parties' settlement provides that the Class relief is neither connected to nor diminished by the attorneys' fees and litigation expenses and any service award approved by the Court. The same relief is available to Class Members regardless of the amounts of attorneys' fees and litigation expenses awarded because Defendant agreed to pay these amounts directly to Class Counsel over and above the relief to the Class. These circumstances and Illinois precedent warrant approval of the agreed-upon award of attorneys' fees and costs to Class Counsel of $150,000, which includes the requested service awards.

B. Over-and-above attorneys' fee agreements, negotiated separately from relief to the class, are subject to deference.

It is well-established that fee agreements settling class actions are encouraged where, as here, attorneys' fees are negotiated separately from the underlying settlement and class relief. Indeed, the United States Supreme Court addressed the benefit of negotiating fees, stating that "[a] request for attorney's fees should not result in a second major litigation. Ideally, of course, litigants will settle the amount of a fee." *Hensley v. Eckerhart*, 461 U.S. 424,437 (1983).

Attorneys' fee agreements that are over and above relief provided to a class and negotiated separately are generally subject to substantial deference. *See Martin v. Reid*, 818 F.3d 302, 306 (7th Cir. 2015) (approving request for attorneys' fee in claims-made, common-fund settlement where "Class counsel's fee is entirely separate from the $10,250,000 available for class compensation."); *Carroll v. Macy's, Inc.*, No. 2:18-cv-01060, 2020 WL 3037067, at *22–23 (N.D. Ala. June 5, 2020) (approving "fees [] paid on top of (that is, above and beyond) the fund set up for the Settlement Class"); *Williams v. New Perm Fin., LLC*, 2019 WL 2526717, at *6–8 (M.D. Fla. May 8, 2019) (approving "attorneys' fees under Settlement . . . to be paid separately from the Settlement amount paid to Class Members"); *Saccoccio v. JP Morgan Chase Bank, N.A.*, 297 F.R.D. 683, 690, 694 (S.D. Fla. 2014) (holding $20 million attorneys' fee award was reasonable in homeowners' nationwide class action against mortgage lender and force-placed hazard insurer, in part, because requested fee would be paid by defendants in addition to $300 million available to class); *Ingram v. The Coca-Cola Co.*, 200 F.R.D. 685, 695 (N.D. Ga. 2001) ("[T]he Court should give substantial weight to a negotiated fee amount, assuming that it represents the parties' 'best efforts to understandingly, sympathetically, and professionally arrive at a settlement as to attorney's fees.'"); *DeHoyos v. Allstate Corp.*, 240 F.R.D. 269, 322–33 (W.D. Tex. 2007); *see also Bailey v. AK Steel Corp.*, 2008 WL 553764, at * 1 (S.D. Ohio Feb. 28, 2008) ("fees negotiated and paid separate and apart from the class recovery are entitled to a 'presumption of reasonableness'").

The reasoning behind these rulings is twofold. First, any judicial reduction of over-and-above fee requests at final approval would only benefit defendants, not class members. *See DeHoyos*, 240 F.R.D. at 322 ("Were the Court to reduce the award of class counsel's fees, this would not confer a greater benefit upon the class, but rather would only benefit Allstate."); *Lane v. Page*, 862 F. Supp. 2d 1182, 1258 (D.N.M. 2012) ("Even if the Court were to reject the attorney's fees arrangement, the funds would not go to the class and would not increase the class fund in any way."). Second, "where the money paid to attorneys is entirely independent of money awarded to the class, the Court's fiduciary role in overseeing the award is greatly reduced, because there is no potential conflict of interest between attorneys and class members." *Mirakay v. Dakota Growers Pasta Co.*, No. 13-cv-4429, 2014 WL 5358987, at *11 (D.N.J. Oct. 20, 2014).

As in the foregoing cases, the Parties negotiated attorneys' fees separately from Class relief. Further, the Settlement provides that attorneys' fees shall be directly paid by Defendant and shall not reduce any Class Member's recovery. Accordingly, this Court should approve Class Counsel's request for attorneys' fees.

C. The Settlement achieves an excellent result for the Class, particularly given the expense, duration, and risk of continued litigation.

When considering the appropriateness of a fee award, courts should consider the probability of success at the outset of the litigation and the risks that counsel undertook in pursuing it. *See Taubenfeld v. AON Corp.*, 415 F.3d 597, 600 (7th Cir. 2005) ("The court found that lead counsel was taking on a significant degree of risk of nonpayment with the case.").

Class Counsel accepted this case on a contingent-fee basis, fronting all costs and expenses, foregoing other work, and accepting the risk that, should they lose, they would receive nothing for their efforts. Without the willingness of Class Counsel to assume these risks, Class Members would have recovered nothing. In this manner, the public interest is served by awarding compensation in an amount appropriate to encourage skilled attorneys to assume the risks of this type of litigation.

"It is common knowledge that class action suits have a well-deserved reputation as being most complex." *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977). *See also Moore v. Aeroteck, Inc.*, 2:15-cv-2701, 2017 WL 2838148, at *8 (S.D. Ohio June 30, 2017) ("Most class actions are inherently complex."). This case is no exception. The Parties did not reach their proposed settlement until Class Counsel had litigated the case for almost a decade. This is not a case where a quick settlement occurred immediately after filing or at the pleading stage. Indeed, were the Court to apply the lodestar method, the requested $150,000 fee represents a negative multiplier of 30% on Class Counsel's lodestar, meaning Class Counsel will receive compensation for less than one-third of the time they committed to this case. *See* Class Counsel Declaration (showing total lodestar of more than $500,000).

The potential recovery by eligible Class Members also supports the fee request. Not only are the settlement terms meaningful, but they are especially favorable when considering *Fausett* and the standing challenge Plaintiffs would have faced had litigation continued, coupled with the Parties' agreed-to over-and-above fees and costs request, as well as Defendant's separate payment of administrative costs. *See, e.g., Martin*, 818 F.3d at 306 (affirming final approval of claims-made settlement where, as here, defendant bore "all costs of notice, claims administration, and attorneys' fees for class counsel, along with litigation costs and expenses.").

Finally, to date, no Class Members have objected to or opted-out of any aspect of the Settlement Agreement. "This extremely low percentage of opposition favors finding that the settlement is fair, reasonable, and adequate[,]" including the requested attorneys' fees. *Douglas v. Western Union Co.*, 328 F.R.D, 204, 215 (N.D. Ill. 2018). *See also Leung v. XPO Logistics, Inc.*, 326 F.R.D. 185, 197 (N.D. Ill. 2018) ("Not many class members have voiced opposition to the settlement, which is another factor in favor of settlement approval.").

II. The requested service awards are reasonable and warrant approval by the Court.

Payment of service awards is "not atypical in class action cases and serve[s] to encourage the filing of class action suits." *GMAC Mortg. Corp. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1992) (favorably citing *Bryan v. Pittsburgh Plate Glass Co.*, 59 F.R.D. 616 (W.D. Pa. 1973), for award of $17,500 to class representative). The proposed $10,000 service awards to Plaintiffs Collier and Seitz are appropriate considering their efforts to protect Class Members' interests and the time and effort spent pursuing this case, including approving all pleadings, assisting with responding to written discovery requests, gathering documents, and meeting with Class Counsel, as well as the benefits they achieved for the Class. *See, e.g., Martin*, 818 F.3d at 306 (approving incentive $10,000 award in claims-made settlement); *Ryan*, 274 Ill. App. 3d at 922 (approving incentive awards of $10,000 each to two plaintiffs); *Spano v. Boeing Co.*, No. 06-CV-743, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving service awards of $25,000 and $10,000 for class representatives).

The willingness of Collier and Seitz to serve as class representatives, remain updated, and provide necessary information and records was critical to the litigation. Both named Plaintiffs regularly communicated with Class Counsel and always acted in a fashion consistent with a class representative of the highest ethical standards. For all these reasons, Class Counsel respectfully requests this Court's approval of $10,000 service awards that would not reduce Class Members' recovery.

CONCLUSION

Class Counsel worked tirelessly for nearly 10 years to achieve the best possible result for the Class. Accordingly, they respectfully request that the Court award attorneys' fees and costs to Class Counsel of $150,000, which includes $10,000 service awards each to named Plaintiffs Collier and Seitz.

Dated: July 3, 2026

Respectfully submitted,

<u>/s/ Robert J. Wozniak</u>

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