

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

KATHRYN G. COLLIER and
BENJAMIN M. SEITZ, both individually and
on behalf of all others similarly situated,

Plaintiffs

vs.

SP PLUS CORPORATION,

Defendant.

No. 2016 CH 13568

The Honorable David B. Atkins
Judge Presiding

FINAL APPROVAL ORDER AND JUDGMENT

On March 30, 2026, this Court entered an order granting preliminary approval of the Settlement between Plaintiffs, on behalf of the proposed Settlement 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;

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, or appear at the Final Approval Hearing;

On August 18, 2026, Plaintiffs filed their Motion for Final Approval of the Settlement with accompanying brief, and on July 3, 2026, Class Counsel filed their Application for Attorneys' Fees, Costs, and Service Awards to Class Representative with accompanying brief and supporting materials;

¹ Capitalized terms in this Order, unless otherwise defined, have the same meaning as defined in the Settlement Agreement.

On September 25, 2026, 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 and with no objections or requests for exclusion being submitted; 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, 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 Judgment and Order 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 completed and submitted a Valid Claim Form one Voucher worth up to \$23.00 to use for parking at Dayton International Airport, subject to the following restrictions and limitations: (1) only one voucher may be issued per Class Member; (2) all Vouchers will be redeemable at the Dayton International Airport exit stations for ninety days from the date of issuance to the Class Member; (3) Vouchers are single-use, non-transferable, and non-refundable; (4) Vouchers cannot be combined with other discounts or vouchers; and (5) 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 only: “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 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. The law firms Justice Jagher London & Millen LLC, Gibson & Siegal, LPA, and Foos & Lentz, LLP are hereby appointed as Class Counsel for the Settlement Class, for

settlement purposes only.

11. The Court also appoints Kathryn G. Collier and Benjamin M. Seitz 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.

13. No objections to the Settlement, request for attorneys' fees, and/or requests for Service Awards were filed by Class Members.

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 (Justice Jagher London & Millen, Foos & Lentz, and Gibson & Siegal) attorneys' fees of \$150,000 inclusive of the Service Awards set forth below, 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. Plaintiffs Kathryn G. Collier and Benjamin M. Seitz are awarded \$10,000 each as a Service Award, to be paid from the \$150,000 award of attorneys' fees, for their service as Class Representatives and their efforts in bringing the Action and cooperating throughout the litigation.

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 in the Settlement Agreement 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.

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.

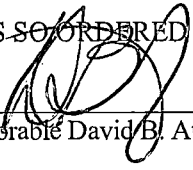
26. All Class Members are bound by this Final Approval Order and Judgment and by the terms of the Settlement Agreement.

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 David B. Atkins

Date

