

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

SHAYLA MARCOTTE, individually
and on behalf of all others similarly situated,

Plaintiff,

v.

CAVU ECOMMERCE (AMER) LLC,

Defendant.

Civil Action No.: 2025CH06466

Hon. David B. Atkins

Calendar 16

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

WHEREAS, a class action is pending before the Court entitled *Marcotte v. CAVU Ecommerce (AMER) LLC*, No. 2025CH06466; and

WHEREAS, Plaintiff Marcotte (“Plaintiff”) and Defendant CAVU Ecommerce (Amer) LLC (“Defendant” and together “Parties”) have entered into a Class Action Settlement Agreement which, together with the exhibits attached thereto, sets forth the terms and conditions of a proposed settlement and dismissal of the Action with prejudice as to Defendant upon the terms and conditions set forth therein (the “Settlement Agreement”); and

WHEREAS, on August 26, 2025, the Court granted Plaintiff’s Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Class pursuant to 735 ILCS 5/2-801 of “all California residents who made a reservation through airportparkingreservations.com or airportparking.com and paid a mandatory ‘Service Charge’ at checkout” from the period of July 1, 2024 to March 10, 2025; and

WHEREAS, the Court has considered the Parties’ Class Action Settlement Agreement, as well as Plaintiff’s Unopposed Motion for Final Approval of Class Action Settlement, Plaintiff’s Unopposed Motion for Service Award, Attorneys’ Fees, Costs, and Expenses, together with all

exhibits thereto, the arguments and authorities presented by the Parties and their counsel at the Final Approval Hearing held on December 1, 2025, and the record in the Action, and good cause appearing;

IT IS HEREBY ORDERED, DECREED, AND ADJUDGED AS FOLLOWS:

1. Terms and phrases in this Final Judgment shall have the same meaning as ascribed to them in the Parties' Class Action Settlement Agreement.
2. This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Settlement Class members.
3. The notice provided to the Settlement Class pursuant to the Settlement Agreement and order granting Preliminary Approval—including (i) direct e-mail notice to the Settlement Class, based on the comprehensive Settlement Class List provided by Defendant, and (ii) the creation of the Settlement Website—fully complied with the requirements of 735 ILCS 5/2-803 and due process, and was reasonably calculated under the circumstances to apprise the Settlement Class of the pendency of the Action, their right to object to or to exclude themselves from the Settlement Agreement, and their right to appear at the Final Approval Hearing.
4. This Court now gives final approval to the Settlement Agreement, and finds that the Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Settlement Class. The settlement consideration provided under the Settlement Agreement constitutes fair value given in exchange for the release of the Released Claims against the Released Parties given (i) the disputed factual and legal circumstances of the Action, (ii) defenses asserted in the Action, and (iii) the potential risks and likelihood of success of pursuing litigation on the merits given the relatively untested nature of California's drip-pricing statute. The complex legal and factual issues in this case, many of which present novel issues of first impression requiring copious briefing and argument, and the fact that the Settlement is the result of arms'-length negotiations

between the Parties support this finding since settlement guarantees recovery for Class Members where recovery is otherwise uncertain. The Court finds that these facts, in addition to the Court's observations throughout the litigation, demonstrate that there was no collusion present in reaching this Settlement, implicit or otherwise.

5. The Court has specifically considered the factors relevant to class action settlement approval, including:

(1) the strength of the case for the plaintiff on the merits, balanced against the money or other relief offered in settlement; (2) the defendant's ability to pay; (3) the complexity, length and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of members of the class to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed.

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

6. Pursuant to 735 ILCS 5/2-801 and 735 ILCS 5/2-802, the Court finally certifies, for settlement purposes only, the following Settlement Class¹:

All California residents who made a reservation through airportparkingreservations.com or airportparking.com and paid at mandatory "Service Charge" at checkout from July 1, 2024 to March 10, 2025 and who did not timely opt-out.

7. With respect to the Settlement Class, the Court finds, for settlement purposes only, that (a) the Settlement Class defined above is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class, and those common questions predominate over any questions affecting only individual members; (c) the Class Representative and Class Counsel have fairly and adequately protected, and will continue

¹ Excluded from the Class is also (1) any Judge or Magistrate presiding over this Action and members of their families; and (2) Defendant, Defendant's subsidiaries, parent companies, successors, predecessors, and any entity in which Defendant or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees.

to fairly and adequately protect, the interests of the Class; and (d) certification of the Settlement Class is an appropriate method for the fair and efficient adjudication of this controversy.

8. The Court finds that the Class Representative and Class Counsel adequately represented the Settlement Class for the purposes of litigating this matter and entering into and implementing the Settlement Agreement.

9. Accordingly, the Settlement is hereby finally approved in all respects.

10. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions. The Settlement Agreement is hereby incorporated into this Final Judgment in full and shall have the full force of an Order of this Court.

11. This Court hereby dismisses the Action, as identified in the Settlement Agreement, on the merits and with prejudice.

12. Upon the Effective Date of this Final Judgment, Plaintiff and each and every Settlement Class Member who did not opt out of the Settlement Class, including the Releasing Parties shall be deemed to have released Defendant, as well as the Released Parties from any and all claims or causes of action for actual damages, liquidated damages, penalties, injunctive relief, declaratory relief, attorneys' fees and costs, expenses and interest, liabilities, demands, or lawsuits against the Released Parties under California's Honest Pricing Law, Cal. Civ. Code § 1770(a)(29)(A) and California's Unfair Competition Law ("UCL"), Cal. Bus. & Prof. Code § 17200, *et seq.*, and all other claims, liabilities, demands, causes of action, and lawsuits of the Plaintiff and Settlement Class Members, whether known or unknown, filed or unfiled, asserted or as of yet unasserted, existing or contingent, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and description whatsoever, including, but not limited to, claims that were or could have been brought in the Action or any other actions

filed (or to be filed) by Plaintiff and Settlement Class Members against Released Parties relating in any way to or connected with the alleged collection of a mandatory “Service Charge” Fee in connection with online reservations made on airportparkingreservations.com and/or airportparking.com from July 1, 2024 to March 10, 2025.

13. Upon the Effective Date of this Final Judgment, the above release of claims and the Settlement Agreement will be binding on, and will have *res judicata* and preclusive effect on, all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiff and all other Settlement Class Members and Releasing Parties. All Settlement Class Members are hereby permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on or arising out of any of the Released Claims.

14. The Court has also considered Plaintiff’s Unopposed Motion For Service Award, Attorneys’ Fees, Costs, and Expenses Attorneys’ Fees, Costs, Expenses, as well as the supporting memorandum and declarations, and adjudges that the payment of attorneys’ fees, costs, and expenses in the amount of \$148,750 is a reasonable percentage of the fund. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

15. The Court has also considered Plaintiff’s Motion, memorandum of law, and supporting declaration for incentive award to the Class Representative, Shayla Marcotte. The Court adjudges that the payment of an incentive award in the amount of \$5,000 to Ms. Marcotte to compensate her for her efforts and commitment on behalf of the Settlement Class, is fair, reasonable, and justified under the circumstances of this case. Such payment shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

16. All payments made to Settlement Class Members pursuant to the Settlement

Agreement that are not cashed within 180 days of issuance shall revert to the Greater Chicago Legal Clinic, which the Court approves as an appropriate *cy pres* recipient.

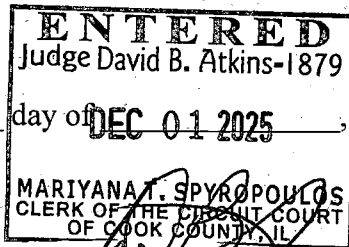
17. Except as otherwise set forth in this Order, the Parties shall bear their own costs and attorneys' fees.

18. The Parties, without further approval from the Court, are hereby permitted to agree and adopt such amendments, modifications, and expansions of the Settlement Agreement and its implementing documents (including all exhibits to the Settlement Agreement) so long as they are consistent in all material respects with this Final Judgment and do not limit the rights of Settlement Class Members.

19. Without affecting the finality of this Final Judgment for purposes of appeal, until the Effective Date the Court shall retain jurisdiction over all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement.

20. The Court finds that there is no just reason to delay and therefore directs the Clerk of Court to enter this Final Approval Order and Judgment as the judgment of the Court forthwith.

IT IS SO ORDERED, this _____ day of _____, 2025.



Honorable David B. Atkins