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. Lynn Weaver Boyle Calendar 13

MEMORANDUM IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Dated: July 23, 2025

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INTRODUCTION

In this putative class action, Plaintiff Shayla Marcotte ("Plaintiff") alleges that Defendant CAVU Ecommerce (Amer) LLC ("CAVU" or "Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties"), violated California's Honest Pricing Law, Cal. Civ. Code § 1770(a)(29)(A) and California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by charging Plaintiff and all similarly situated consumers a mandatory "Service Charge" at checkout that was never disclosed (or included) with the initially advertised price of a reservation on Defendant's Websites. Defendant collected $540,818.19 in service charges from California consumers from July 1, 2024 through March 10, 2025, and after more than three months of arm's-length negotiations, the Parties have reached a proposed $425,000 non-reversionary settlement ("Settlement" or "Agreement") from which Class Members who file a valid claim will receive *pro rata* cash payments. And equally important, Defendant modified the purchase flows on its websites as of March 11, 2025, and as part of the Settlement, agrees to clearly and conspicuously disclose Service Charges to the consumer with the advertised price present to a consumer in the first instance, unless and until California's Honest Pricing Law is amended, repealed, or otherwise invalidated.

Plaintiff now seeks preliminary approval of the Settlement, certification of a Settlement Class, appointment of class counsel, and approval of the proposed form and method of class notice. As discussed in more detail below, the most important consideration in evaluating the fairness of a proposed class action settlement is the strength of Plaintiff's case on the merits balanced against the relief obtained in the settlement. *Steinberg v. Software Assocs.*, 30 Ill. App. 3d 157, 170 (1st Dist. 1999). While Plaintiff believes that she could secure class certification and prevail on the merits, success is not guaranteed, particularly because California's Honest Pricing Law has been in effect for approximately one year and poses novel issues of first

impression. Defendant is prepared to vigorously defend this case. The terms of the Settlement, which include a $425,000 non-reversionary settlement fund (or approximately 78% of actual damages), plus meaningful injunctive relief aimed at remedying the challenged conduct, meet and exceed the applicable standard for fairness. Accordingly, the Court should preliminarily approve the Settlement so that Settlement Class Members can receive notice of their rights and the claims administration process may begin.

I. FACTUAL AND PROCEDURAL BACKGROUND

On or about January 29, 2025, Plaintiff Marcotte sent Defendant a Notice and Demand for Corrective Action as required by California's Consumers Legal Remedies Act (the "CLRA Letter"). *See* Declaration of Philip L. Fraietta ("Fraietta Decl.") ¶ 4. The CLRA Letter informed Defendant that the checkout flows on its Websites, airportparkingreservations.com and airportparking.com (together, the "Websites"), violated California's Honest Pricing Law and were unfair and unlawful under California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq*. *Id.* California's Honest Pricing Law prohibits businesses from advertising, displaying, or offering a service "that does not include all mandatory fees or charges other than" taxes, government fees and/or postage and shipping charges. *See* Cal. Civ. Code § 1770(a)(29). The CLRA Letter informed Defendant that it was in violation of the Honest Pricing Law by providing consumers a host of airport parking reservation options at stated prices while failing to include the "Service Charge" with those prices. Fraietta Decl. ¶¶ 4, 7. That Service Charge is only added to the transaction at the checkout page; several pages after Plaintiff and consumers have already selected a reservation option at an initially advertised price. *Id.* ¶ 7.

Over the next several months, the Parties engaged in good faith settlement discussions culminating in the agreement here. *Id.* ¶¶ 5-6. On June 18, 2025, Plaintiff filed the operative Class Action Complaint. *Id.* ¶ 7. The Complaint seeks actual damages, restitution and

disgorgement, injunctive relief, and seeks certification of a class of California residents who paid Defendant's "Service Charge" at checkout. *Id.* ¶ 7.

II. TERMS OF THE SETTLEMENT

The key terms of the Settlement, attached hereto to the Fraietta Declaration as Exhibit 1, are briefly summarized as follows:

A. Class Definition

The "Settlement Class" is defined as:

> All California residents who made a reservation through airportparkingreservations.com or airportparking.com and paid a mandatory "Service Charge" at checkout from July 1, 2024 to March 10, 2025.[1]

Fraietta Decl, Ex. 1, ¶ 1.36; Fraietta Decl. ¶ 5. The Settlement Class is comprised of 60,231 Members. *Id.*

B. Monetary Relief

Defendant will establish a non-reversionary Settlement Fund of $425,000. *Id.* at Ex. 1 ¶ 1.38. Class Members who submit timely, valid claims forms will receive a *pro rata* payment from the Settlement Fund equal to that Settlement Class Member's Out-of-Pocket Percentage multiplied by the Available Settlement Fund. *Id.* ¶ 2.1(b). Payment will be made in the form of a check or electronic payment, at the Class Member's election. *Id.* ¶ 2.1(c).

C. Prospective Relief

CAVU modified the purchase flow on its Websites effective March 11, 2025. CAVU represents that it will clearly and conspicuously disclose Service Charges to the consumer with the advertised price presented to a consumer in the first instance, unless and until California's

[1] Excluded from the Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) CAVU, CAVU's subsidiaries, parent companies, successors, predecessors, and any entity in which CAVU or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) Persons who properly execute and file a timely request for exclusion from the Class; and (4) the legal representatives, successors or assigns of any excluded Persons.

Honest Pricing Law, Cal. Civ. Code § 1770(a)(29)(A), is amended, repealed, or otherwise invalidated.

D. Release

Class Members will release Defendant and the "Released Parties" as defined in ¶ 1.30 of Exhibit 1, from all claims relating to or arising out of the collection of Fees from online reservations made on the Websites from July 1, 2024 to March 10, 2025. *Id.* ¶ 1.29.

E. Notice and Administrative Expenses

The Settlement Fund will be used to pay the costs of sending Notice and costs of administration of Settlement. *Id.* ¶ 1.34.

F. Incentive Award

In recognition of her efforts on behalf of the Settlement Class, Defendant has agreed that Plaintiff may receive, subject to Court approval, an incentive award of up to $5,000 from the Settlement Fund, as appropriate compensation for her time and effort serving as Class Representatives and as party to the Action. *Id.* ¶ 8.3.

G. Attorneys' Fees, Costs, and Expenses

Defendant has agreed that the Settlement Fund may also be used to pay Class Counsel reasonable attorneys' fees and to reimburse costs and expenses in this Action, in an amount to be approved by the Court. *Id.* ¶ 8.1. Class Counsel has agreed to petition the Court for attorneys' fees, costs, and expenses of no more than 35% of the Settlement Fund. *Id.*

ARGUMENT

I. PRELIMINARY APPROVAL OF SETTLEMENT IS APPROPRIATE

Courts review proposed class action settlements using a well-established two-step process. Conte & Newberg, *Newberg on Class Actions*, § 11.25, at 38-39 (4th ed. 2002); *GMAC Mortgage Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 492 (1st Dist. 1992). The first step is a

preliminary pre-notification hearing to determine whether the proposed settlement is "within the range of possible approval." *Newberg*, § 11.25, at 38-39; *Shaun Foley, Sabon, Inc. v. Metro Life Ins. Co.*, 2016 IL App. (2d) 150236, ¶ 4 (Ill. 2016). The preliminary approval hearing is not a fairness hearing, but rather a hearing to ascertain whether there is any reason to notify the class members of the proposed settlement based on the written submissions and informal presentation from the settling parties. *Manual for Complex Litigation*, § 21.632 (4th ed. 2002). If the Court finds the settlement proposal "within the range of possible approval," the case proceeds to the second step in the review process: the final approval hearing. *Newberg,* § 11.25, at 38-39.

Because the essence of settlement is compromise, courts should not reject a settlement solely because it does not provide complete victory, given that parties to a settlement "benefit by immediately resolving the litigation and receiving some measure of vindication for [their] position[s] while foregoing the opportunity to achieve an unmitigated victory." *In re AT&T Mobility Wireless Data Servs. Sales Litig.*, 270 F.R.D. 330, 347 (N.D. Ill. 2010) (internal quotations and citation omitted); *GMAC*, 236 Ill. App. 3d at 493 ("The court in approving [a class action settlement] should not judge the legal and factual questions by the same criteria applied in a trial on the merits"). There is a strong judicial and public policy favoring the settlement of class action litigation, and such a settlement should be approved by the Court after inquiry into whether the settlement is "fair, reasonable, and adequate." *Quick v. Shell Oil Co.*, 404 Ill. App. 3d 277, 282 (3d Dist. 2010).

This Settlement represents a fair and reasonable resolution of this dispute. It is worthy of Notice to, and consideration by, the individuals in the Settlement Class. It will provide significant financial relief to Settlement Class Members as compensation for their Released Claims and will relieve the Parties of the burden, uncertainty, and risk of continued litigation.

The factors ultimately to be considered by a court in determining the fairness, reasonableness, and adequacy of a settlement are: "(1) the strength of the case for the plaintiffs on the merits, balanced against the money or other relief offered in the 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); *see also Armstrong v. Bd. of Sch. Directors of City of Milwaukee*, 616 F.2d 305, 314 (7th Cir. 1980). Of these considerations, the first is the most important. *Steinberg*, 30 Ill. App. 3d at 170.

A preliminary application of these factors to this case demonstrates that the proposed settlement is fair, reasonable, and adequate.

A. The Settlement Agreement Provides Substantial Relief To The Settlement Class, Particularly In Light Of The Uncertainty of Prevailing On The Merits

First, the Settlement in this case provides substantial material benefits to the Settlement Class. Each Class Member who does not exclude themselves will receive an automatic *pro rata* payment equal to the Settlement Class Member's Out-of-Pocket Percentage multiplied by the Available Settlement Fund. Fraietta Decl., Ex. 1, § 2.1(b). Additionally, Defendant agrees to clearly and conspicuously disclose the Service Charges to consumers with the advertised price presented in the first instance. *Id.* at § 2.2.

While Plaintiff believes in the strength of her case and believes that she would prevail on her claims in litigation, she is aware that Defendant intends to vigorously defend against the allegations asserted in the Complaint. These defenses include whether Defendant's websites sufficiently appraised her and other consumers of the Service Charge and whether consumers

were in fact deceived by the checkout flow. Plaintiff is keenly aware that, given the untested nature of California's Honest Pricing Law, Defendant's arguments would raise novel issues. This presents risks to Plaintiff's claims. Accordingly, since "the proposed settlement reflect[s] a reasonable compromise over contested issues, the court should approve the settlement." *Boyzo v. United Serv. Cos.*, *Inc.*, 2020 WL 13505349, at *2 (N.D. Ill. Aug. 3, 2020)).

Indeed, should Plaintiff continue, she would be required to prevail on a class certification motion, which would be highly contested and for which success is certainly not guaranteed. *See Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 586 (N.D. Ill. 2011) ("Settlement allows the class to avoid the inherent risk, complexity, time and cost associated with continued litigation") (internal citations and quotation omitted). Given that the case law is largely undeveloped, "[i]f the Court approves the [Settlement], the present lawsuit will come to an end and [Settlement Class Members] will realize both immediate and future benefits as a result." *Id*. Approval would allow Plaintiff and the Settlement Class Members to receive meaningful and significant payments now, instead of years from now or never. *Id*. at 582.

That said, this settlement provides excellent results for the Class. The reasonableness, adequacy, and fairness of this settlement are supported by similar "Fees" settlements. *First*, this settlement is similar to that approved in *Charles v. Color Factory, LLC*, brought under New York's similar Arts and Cultural Affairs Law. Like California's, that law requires businesses to "disclose the total cost of the ticket, inclusive of all ancillary fees that must be paid in order to purchase the ticket." N.Y. Arts & Cult. Aff. Law § 25.07(4). The settlement in *Charles* consisted of a $714,705.68 common fund for a class period of August 29, 2022 to January 23, 2024; nearly 17 months of fees. Case No. 1:24-cv-00322-JSR, ECF No. 35 at 4-5. There, like here, each class member received a *pro rata* cash payment as a percentage of the total amount of Out-of-Pocket fees they paid during the class period. *Id.* at 5.

Second, here, Defendant has agreed to establish a settlement fund of $425,000, equivalent to 78% of the total fees collected from the date California's statute went into effect until March 10, 2025. Fraietta Decl. ¶ 5. This is a better result than in *Chambers v. Together Credit Union*—a similar fee case—which granted final approval of $525,000 settlement fund, 2021 WL 1948453, at *3; *5 (S.D. Ill. May 14, 2021), despite finding "net potential damages were $885,541," or approximately 59% of fees collected during the class period. *Chambers,* Case No. 3:19-cv-00842-SPM (S.D. Ill. 2021), ECF No. 74, at 1-3. Importantly, like in *Charles*, this "proposal treats the Class members equitably to one another because the [] Settlement Fund will be divided pro rata based on the number of … Fees each member was charged[.]" *Chambers*, 2021 WL 1948453, at *3.

B. Defendant's Ability To Pay

The Second factor that can be considered is Defendant's ability to pay the Settlement sum. Defendant's financial standing has not been placed at issue here.

C. Continued Litigation Is Likely To Be Complex, Lengthy, And Expensive

There is an initial presumption that a proposed settlement is fair and reasonable when it was the result of arm's-length negotiations. *Newburg*, § 11.42; *see also Shaun Fauley, Sabon, Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 21 (finding no collusion where there was "no evidence that the proposed settlement was not the product of 'good faith, arm's-length negotiations'"). Here, the Parties reached a resolution following discussions over the course of several months. This resolution ensures that Class Members receive relief for their injuries. If litigation were to continue, they risk not receiving anything. Because Plaintiff's claims were brought under California's largely untested Honest Pricing Law, the issues presented to the Court would be novel, adding to the complexity. Voluminous briefing and argument would likely be required for most issues. There is strong public policy in favor of settling and avoiding costly and time-

consuming litigation. *McCormick v. Adtalem Glob. Educ., Inc.*, 2022 IL App (1st) 201197-U, ¶ 13. This resolution does that.

D. There Has Been No Opposition To The Settlement

While this factor is best examined after notice has been provided to the class, there is presently no known opposition to the Settlement. Thus, this factor weighs in favor of approval.

E. The Settlement Was The Result Of Arm's-Length Negotiations Between Plaintiff and Defendant Spanning Months Following Exchange Of Relevant Information

Over the course of several months, the Parties engaged in discussions seeking to resolve this matter without having to burden the Court or expend resources. Counsel for Plaintiff and Defendant are each experienced in consumer class action litigation. In reaching resolution, Plaintiff's counsel relied on experience to ensure that the Settlement achieved the goals of getting relief for Class Members while recognizing the uncertainty of Plaintiff's largely untested claims. "Where '[b]oth Parties are represented by experienced counsel,' the recommendation of experienced counsel to adopt the terms of the proposed settlement 'is entitled to great deal of weight.'" *Low v. Trump Univ., LLC*, 246 F. Supp. 3d 1295, 1302 (S.D. Cal. 2017) (internal citations omitted). Specifically, "[t]he recommendations of plaintiffs' counsel should be given a presumption of reasonableness" as the "[a]ttorneys, having an intimate familiarity with a lawsuit … are in the best position to evaluate the action, and the Court should not without good cause substitute its judgment for theirs." *Boyd v. Bechtel Corp.*, 485 F. Supp. 610, 622 (N.D. Cal. 1979). Here, Plaintiff's counsel has litigated fee cases previously, including *Color Factory*, which further supports preliminary approval. *See* Fraietta Decl. ¶ 8.

F. The Reaction Of The Settlement Class

The undersigned counsel is unaware of any opposition to the Settlement. Due to the strength of this Settlement and the amount of awards going to each Settlement Class Member

relative to their injury, Plaintiff expects little to no opposition by any Settlement Class Member in the future. Plaintiff approves the Settlement and believes it to be fair and reasonable in light of the novel issues presented, expected defenses, and potential risks with continued litigation.

G. The Settlement Agreement Has Support Of Experienced Proposed Class Counsel

The Proposed Class Counsel believes that the proposed Settlement Agreement is in the best interest of the Settlement Class because the Settlement Class Members will receive immediate payment instead of having to wait for lengthy litigation and any appeals. Further, due to the defenses Defendant has indicated it would raise should the case proceed through litigation—that Plaintiff and the Class Members suffered no injury because the Service Charge was disclosed as checkout—it is possible that the Settlement Class Members would receive no benefit absent this Settlement. Given proposed Class Counsel's experience litigating similar "fee" cases, this factor also weighs in favor of granting preliminary approval. *See* Fraietta Decl. ¶ 8; Fraietta Decl. Ex. 2 (firm resume); *see also GMAC*, 236 Ill. App. 3d at 497 (finding that the court should give weight to the fact that class counsel supports the class settlement in light of its experience prosecuting similar cases).

H. The Parties Exchanged Information Sufficient To Assess The Adequacy Of The Settlement

The eighth factor is structured to permit the Court to consider the extent to which the court and counsel were able to evaluate the merits of the case and assess the reasonableness of the settlement. *City of Chicago*, 206 Ill. App. 3d at 972. Here, the Parties exchanged information regarding class size and Fees paid during the Class Period. The Parties thoroughly investigated the facts and law relating to Plaintiff's allegations and Defendant's defenses. Fraietta Decl. ¶ 5. The Settlement Sum represents approximately 78% of the total Fees collected by Defendant during the Class Period. *Id. See also Chambers*, 2021 WL 1948453, at *3 ("[T]he

amount of Defendants' settlement offer is significant, estimated to be nearly 60% of the potential damages the Class would have obtained had they prevailed on every issue[.]"). Accordingly, this factor also weighs in favor of preliminary approval.

II. THE PROPOSED CLASS NOTICE SHOULD BE APPROVED

Under 735 ILCS 5/2-803, the Court may provide class members notice of any proposed settlement so as to protect the interests of the class and the parties. *See Cavoto v. Chicago Nat. League Ball Club, Inc.*, 2006 WL 2291181, at *15 (Ill. App. 1st Dist. 2006) (collecting authorities and noting that "section 2-803 makes it clear that the statutory requirement of notice is not mandatory"). Notice must be provided to absent class members to the extent necessary to satisfy requirements of due process. *Id*. at *15. As explained by the United States Supreme Court, due process requires that the notice be the "best practicable, 'reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections'" as well as "'describe the action and the plaintiffs' rights in it.'" *Shaun Foley, Sabon, Inc.*, 2016 IL App (2d) 150236 (2016), ¶ 36.

The proposed Notice in this case satisfies both the requirements of 735 ILCS 5/2-803 and due process. As set forth in detail above, the Settlement Agreement contemplates a notice plan that provides individual direct e-mail notice. Fraietta Decl., Ex. 1 ¶ 4.1(b). "The question of what notice must be given to absent class members to satisfy due process necessarily depends upon the circumstances of the individual action." *Miner v. Gillette Co.*, 87 Ill. 2d 7, 15 (Ill. 1981). Under the circumstances here, this notice is designed to reach as many Settlement Class Members as possible by contacting them through the e-mail they provided Defendant when they made their purchases on Defendant's Websites. Accordingly, the direct notice plan should effectively reach Settlement Class Members as they will be contacted through the same credentials they used to make their purchases. The proposed Notice Forms are attached to the

Settlement Agreement as Exhibits A, B and C and should be approved by the Court. The proposed notice method comports with 735 ILCS 5/2-803 and due process.

III. THE COURT SHOULD CERTIFY THE CLASS FOR SETTLEMENT PURPOSES

For settlement purposes only, the Parties have agreed that the Court should make preliminary findings and enter an Order granting provisional certification of the Settlement Class and appoint Plaintiff and her counsel to represent the Settlement Class. "The validity of use of a temporary settlement class is not usually questioned." *Newberg*, §11.22. Before granting preliminary approval of a class action settlement, a court should determine that the proposed settlement class is a proper class for settlement purposes. *Id*. § 21.632; *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (1997). Under Section 2-801 of the Illinois Code of Civil Procedure, a settlement class may be certified if (1) the class is so numerous that joinder of all members is impracticable; (2) there are questions of fact or law common to the class, which common questions predominate over any questions affecting only individual members; (3) the representative parties will fairly and adequately protect the interest of the class; and (4) the class action is an appropriate method for the fair and efficient adjudication of the controversy. 735 ILCS 5/2-801. The Settlement Class, as defined, meets each requirement.

A. The Class Is Sufficiently Numerous And Joinder Is Impracticable

Numerosity is met where "the class is so numerous that joinder of all members is impracticable." 735 ILCS 5/2-801(1). "[A] class of forty is generally sufficient." *Hinman v. M & M Rental Center, Inc.*, 545 F. Supp. 2d 802, 805-06 (N.D. Ill. 2008). Here, the proposed class consists of 60,231 individuals. Fraietta Decl. ¶ 5. Numerosity is met.

B. Common Questions of Law and Fact Predominate

The second requirement for class certification, commonality, is met where there are "questions of fact or law common to the class" which "predominate over any questions affecting

only individual members." 735 ILCS 5/2-801(2). Commonality is established where the plaintiff can "show that the successful adjudication of the plaintiff's individual claim will establish a right of recovery in favor of the other class members." *Bayeg v. Admiral at the Lake*, 2024 IL App (1st) 231141, ¶ 38 (Ill. 2024) (cleaned up). Common questions predominate where "the defendant allegedly acted wrongfully in the same basic manner as to the entire class[.]" *Walczak v. Onyx Acceptance Corp*., 365 Ill. App. 3d 664, 674 (2d Dist. 2006).

Here, all member of the proposed Class share common statutory claims related to the collection of Defendant's Service Fee on the checkout page of its Websites. Common questions include, among others, (1) whether the Service Charge is uniform; (2) whether the service charge is mandatory; and (3) whether the Service Charge is a government-imposed or shipping fee. Proving that Defendant's Service Charge was uniformly presented and charged in a manner prohibited by the statute (*i.e.*, without being disclosed with the initially advertised price), would establish a right of recovery for every member of the Class. Accordingly, on these threshold issues, "a judgment in favor of the class members [would] decisively settle the entire controversy[.]" *Bayeg*, 2024 IL App (1st), at ¶ 38 (bracket in original) (cleaned up). Indeed, "[p]redominance is satisfied because 'common questions represent a significant aspect of [this] case and ... can be resolved for all members of a class in a single adjudication,' as all of the claims depend on the issue of whether or not the [Defendant] was permitted … to charge the Class members [] Fees[.]" *Chambers*, 2021 WL 1948453, at *4. Predominance and commonality are met.

C. The Class Representative Will Provide Adequate Representation For Settlement Class Members

Adequacy, the third element of Section 2-801, requires that "[t]he representative parties … fairly and adequately protect the interests of the Class." 735 ILCS 5/2-801(3). "The test to determine the adequacy of representation is whether the interests of those who are parties are the

same as those who are not joined and whether the litigating parties fairly represent those not joined." *CE Design Ltd. v. C & T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 16 (Ill. 2015). "In addition, '[t]he attorney for the representative party "must be qualified, experienced and generally able to conduct the proposed litigation."'" *Id.* (quoting *Miner*, 87 Ill. 2d at 14).

Here, Plaintiff's interests represent and are consistent with the interests of the proposed Settlement Class: all were charged and paid a Service Charge that was added to the end of the transaction and not disclosed with the initially advertised price for the reservation. Plaintiff's pursuit demonstrates that she has been (and is) a zealous advocate for the Settlement Class. Similarly, Class Counsel has regularly engaged in major complex litigation and has extensive experience in class action lawsuits, including several actions brought under New York's Arts and Cultural Affairs Law § 25.07 which imposes similar prohibitions to California's Honest Pricing Law concerning added fees. *See* N.Y. Cult. Aff. Law § 25.07(4); *See also* Fraietta Decl. ¶ 8. This factor is satisfied.

D. Certifying The Settlement Class Will Allow For A Fair And Efficient Adjudication Of The Controversy

Lastly, class certification is appropriate where "[t]he class action is an appropriate method for the fair and efficient adjudication of the controversy." 735 ILCS 5/2-801(4). "In applying this prerequisite in a particular case, a court considers whether a class action: (1) can best secure the economies of time, effort and expense, and promote uniformity; or (2) accomplish the other ends of equity and justice that class actions seek to obtain." *Gordon v. Boden*, 224 Ill. App. 3d 195, 203 (1st Dist. 1991). Additionally, "'[a] controlling factor in many cases is that the class action is the only practical means for class members to receive redress—particularly when the claims are small.'" *Id.* at 203-204 (internal citations and quotations omitted).

First, establishing "the first three prerequisites of section 2-801 … makes it evident that the fourth requirement is fulfilled." *Id.* at 204. Because numerosity, commonality and predominance, and adequacy have been established, it is "evident" that a class action is "appropriate" to fairly and efficiently adjudicate this controversy.

Furthermore, because of the relatively low amount of each individual's claim (approximately $7 per violation), certifying the Settlement Class is in line with the equitable purpose of the class action mechanism. Indeed, "[t]he consumer class action is an inviting procedural device to address frauds that cause small damages to large groups." *Travel 100 Grp., Inc. v. Empire Cooler Serv. Inc.*, 2004 WL 3105679, at *2 (Ill. Cir. Ct. Oct. 19, 2004). Given the small amount of damages for each individual, it is unlikely that someone would invest the time and resources necessary to seek relief through individual litigation. Moreover, because the action will now settle, the Court need not be concerned with manageability issues relating to trial.

When "confronted with a request for settlement only class certification," a "court need not inquire whether the case, if tried, would present intractable management problems … for the proposal is that there be no trial." *Amchem*, 521 U.S. at 620. Accordingly, a class action is the superior method of adjudicating this action and the proposed Settlement Class should be certified.

CONCLUSION

For the reasons described above, Plaintiff respectfully requests that the Court enter the Preliminary Approval Order.

Dated: July 23, 2025

Respectfully submitted,

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By: */s/ Philip L. Fraietta*

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