IN THE CIRCUIT COURT OF THE ELEVENTH JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO: 2025-017619-CA-01
SECTION: CA43
JUDGE: Javier A. Enriquez

Shamar Jasher et al

Plaintiff(s)

vs.

SERVICE SPOT, LLC et al

Defendant(s)

_____/

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

THIS CAUSE came before the Court on November 2, 2026, upon a class action pending before the Court entitled *Jasher, et al. v. Service Spot, LLC, et al*., Case No. 2025-017619-CA-01 ("Action")[1]; and

WHEREAS, Plaintiffs Shamar Jasher and Jackie Mutschler ("Plaintiffs") and Defendants Service Spot, LLC and Tripgate LLC ("Defendants") (together, the "Parties") have entered into a Class Action Settlement Agreement (the "Settlement Agreement") that, together with exhibits attached hereto, sets forth the terms and conditions of a proposed settlement and dismissal of the Action with prejudice as to Defendants upon terms and conditions set forth therein; and

WHEREAS, on February 26, 2026, the Court granted Plaintiffs' Agreed Motion for Preliminary Approval of Class Action Settlement, conditionally certifying a Class pursuant to Fla. R. of Civ. Proc. § 1.220 defined as "All California residents who made a reservation through Parkon.com or Cheapairportparking.org and paid a mandatory 'Reservation Fee' at checkout from July 1, 2024 to June 9, 2025"; and

WHEREAS, the Court has considered the Parties' Settlement Agreement, as well as

Plaintiffs' Agreed Motion for Final Approval of Class Action Settlement and Plaintiffs' Agreed Motion for Service Awards, 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 the Hearing on November 2, 2026, 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' 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. Venue is proper in this Court.

4. 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 Defendants, and (ii) the creation of the Settlement Website—fully complied with the requirements of Fla. R. Civ. Proc.
   § 1.200 and the Constitutional requirements of 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.

5. 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.

6. It is well established that "[a] class may be certified solely for purposes of settlement [if] a settlement is reached before a litigated determination of the class certification issue." *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 671 (S.D. Fla. 2006) (internal quotation marks omitted). Pursuant to Fla. R. Civ. Proc. § 1.220, the Court finally certifies, for settlement purposes only, the following Settlement Class[2]:

> All California residents who made a reservation through Parkon.com or Cheapairportparking.org and paid a mandatory "Reservation Fee" at checkout from July 1, 2024 to June 9, 2025.

7. The Court finally appoints Philip L. Fraietta of Bursor & Fisher, P.A. as Class Counsel for the Settlement Class.

8. 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 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.

9. 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.

10. The Court finds that the distribution of the Class Notice, as provided for in the Settlement Agreement, (i) constituted the best practicable notice under the circumstances to Settlement Class Members, (ii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of, among other things, the pendency of the Action, the nature and terms of the proposed Settlement, their right to object or to exclude themselves from the proposed Settlement, and their right to appear at the Final Approval Hearing, (iii) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice, and (iv) complied fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable law.

11. The Court finds that the Class Notice and methodology set forth in the Settlement Agreement, the Preliminary Approval Order, and this Final Approval Order (i) constitute the most effective and practicable notice of the Final Approval Order, the relief available to Settlement Class Members pursuant to the Final Approval Order, and applicable time periods; (ii) constitute due, adequate, and sufficient notice for all other purposes to all Settlement Class Members; and (iii) comply fully with the requirements of Fla. R. Civ. P. 1.220, the United States Constitution, the Rules of this Court, and any other applicable laws.

12. Accordingly, the Settlement is hereby finally approved in all respects. The Settlement Agreement is fair, reasonable, and adequate. The terms and provisions of the Settlement Agreement, including all Exhibits thereto, have been entered into in good faith and are hereby fully and finally approved as fair, reasonable, and adequate as to, and in the best interests of, each of the Parties and the Settlement Class Members.

13. 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.

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

15. Upon the Effective Date of this Final Judgment, Plaintiffs, and each and every Settlement Class Member who did not opt out of the Settlement Class and the Releasing Parties, shall be deemed to have released Defendants and the Released Parties from any and all claims,

liabilities, demands, causes of action, and lawsuits of the Representative Plaintiffs 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 CA Action and this FL Action or any other actions filed (or to be filed) by the Representative Plaintiffs and Settlement Class Members against Released Parties relating in any way to or connected with the alleged collection of a mandatory "Reservation Fee" in connection with online reservations made on Parkon.com or Cheapairportparking.org from July 1, 2024 to June 9, 2025, including, but not limited to, claims arising out of 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*. This release includes, without limitation, statutory, constitutional, contractual, and/or common law claims for damages, unpaid costs, penalties, liquidated damages, punitive or exemplary damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief to the extent permitted by applicable law that may arise from the Released Claims.

16. 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.

17. The Court has also considered Plaintiffs' Agreed Motion for Service Award, Attorneys' Fees, Costs, and Expenses as well as the supporting memorandum and declarations, and adjudges that the payment of attorneys' fees, in the amount of $165,000, and costs and expenses in the

amount of $1,433.87, is reasonable. The Court hereby awards Class Counsel for their time incurred and expenses advanced. The Court has concluded that: (a) Class Counsel achieved a favorable result for the Class by obtaining Defendants' agreement to make significant funds available to Settlement Class Members, subject to submission of valid claims by eligible Settlement Class Members; (b) Class Counsel devoted substantial effort to pre- and post-filing investigation, legal analysis, and litigation; (c) Class Counsel prosecuted the Settlement Class's claims on a contingent fee basis, investing significant time and accumulating costs with no guarantee that they would receive compensation for their services or recover their expenses;

(d) Class Counsel employed their knowledge of and experience with class action litigation in achieving a valuable settlement for the Settlement Class, in spite of Defendants' possible legal defenses and its experienced and capable counsel; (e) Class Counsel have standard contingent fee agreements with Plaintiffs, who have reviewed the Settlement Agreement and been informed of Class Counsel's fee request and have approved; and (f) the Notice informed Settlement Class Members of the amount and nature of Class Counsel's fee and cost request under the Settlement Agreement, Class Counsel filed and posted their Petition in time for Settlement Class Members to make a meaningful decision whether to object to the Class Counsel's fee request, and no Settlement Class Member(s) objected to said Petition. Such payments shall be made pursuant to and in the manner provided by the terms of the Settlement Agreement.

18. Within the same, the Court has also considered Plaintiffs' Agreed Motion for Service Award to the Class Representatives, Jackie Mutschler and Shamar Jasher. The Court adjudges that the payment of incentive awards in the amount of $5,000 to Ms. Mutschler and Mr. Jasher, each, to compensate them for their 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.

19. 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 Legal Services of Greater Miami, Inc., which the Court approves as an appropriate *cy pres* recipient.

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

21. 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.

22. 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.

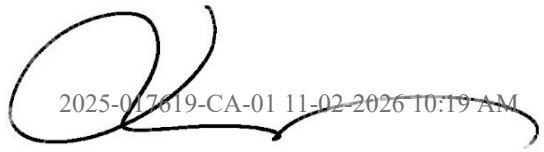
23. This Action, including all individual claims and class claims presented herein, is hereby dismissed on the merits and with prejudice against Plaintiffs and all other Settlement Class Members, without fees or costs to any party except as otherwise provided herein. Finding that there is no just reason for delay, the Court orders that this Final Approval Order shall constitute a final judgment.

24. 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.

[1] As used herein, "Action" shall refer to both the "CA Action" and "FL Action" as those terms are used in the Settlement Agreement.

[2] Excluded from the Class is: (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Service Spot, LLC and TripGate LLC and their subsidiaries, parent companies, successors, predecessors, and any entity in which Service Spot, LLC and/or TripGate LLC or their 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 Settlement Class; and (4) the legal representatives, successors, or assigns of any excluded Persons.

DONE and **ORDERED** in Chambers at Miami-Dade County, Florida on this 2nd day of November, 2026.



2025-017619-CA-01 11-02-2026 10:19 AM
Hon. Javier A. Enriquez

CIRCUIT COURT JUDGE
Electronically Signed

Final Order as to All Parties UCR #: **CA010** (Disposed by Judge)

THE COURT DISMISSES THIS CASE AGAINST ANY PARTY NOT LISTED IN THIS FINAL ORDER OR PREVIOUS ORDER(S). THIS CASE IS CLOSED AS TO ALL PARTIES.

Electronically Served:

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