

**IN THE CIRCUIT COURT FOR THE
11TH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE, FLORIDA**

SHAMAR JASHER and JACKIE
MUTSCHLER on behalf of themselves and
all others similarly situated,

Plaintiffs,

v.

SERVICE SPOT, LLC and TRIPGATE
LLC,

Defendants.

DIVISION CA43

Case No.: 2025-017619-CA-01

CLASS REPRESENTATION

Hon. Thomas J. Rebull

**PLAINTIFFS' AGREED MOTION FOR SERVICE AWARDS, ATTORNEYS' FEES,
COSTS, AND EXPENSES**

Plaintiffs Shamar Jasher and Jackie Mutschler, individually and on behalf of all others similarly situated (collectively, "Plaintiffs"), respectfully request that the Court approve Service Awards of \$5,000 each to Plaintiff Jasher and Plaintiff Mutschler respectively, and an award of attorneys' fees, costs, and expenses of 33% of the Settlement Fund (*i.e.*, \$165,000). As detailed below, the requested awards are appropriate under Florida law, consistent with the amounts awarded in prior similar settlements, and fairly compensate Class Counsel and Representative Plaintiffs for the work they performed and commendable result they achieved in this high-risk litigation. This Motion is made pursuant to the terms of the Settlement Agreement, attached herewith as **Exhibit 1** to the Declaration of Philip L. Fraietta in Support of Plaintiffs' Agreed Motion for Service Awards, Attorneys' Fees, Costs, and Expenses ("Fraietta Decl.").¹

¹ All capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement. Defendants do not oppose the relief requested in this Motion.

I. STATEMENT OF RELIEF REQUESTED

Plaintiffs' Complaint alleges putative class claims for violations of California's Honest Pricing Law, Cal. Civ. Code § 1770(a)(29), and California's Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, arising from Defendants' imposition of mandatory "Reservation Fees" ("Fees"), which were charged to consumers at checkout on their Websites, Parkon.com and Cheapairportparking.org.

Specifically, Cal. Civ. Code § 1770(a)(29)(A) prohibits "[a]dvertising, displaying, or offering a price for a good or service that does not include all mandatory fees or charges other than either of the following: (i) [t]axes or fees imposed by a government on the transaction [or] (ii) [p]ostage or carrier charges that will be reasonably or actually incurred to ship the physical good to the consumer." Defendants' Fees were neither a fee for shipping or a government tax but were tacked onto the transaction at the checkout page and inconspicuously presented to consumers under a tab titled either "Taxes and Fees" or "Taxes and Airport Fees." This practice was also unlawful and unfair under California's Unfair Competition Law.

As detailed below, the Parties have reached a proposed Class Settlement that provides substantial, immediate relief to the Class. Defendants have agreed to make available \$500,000 to compensate Settlement Class Members *pro rata* equal to the Settlement Class Member's Out-of-Pocket Percentage multiplied by the Available Settlement Fund. Fraietta Decl., Ex. 1, § 2.1(b).² The Settlement Fund will also be used to pay court-approved Service Awards in the amount of \$5,000 to each Class Representative; Class Counsel's attorneys' fees of approximately one-third of the Settlement Amount; and the costs of Notice and Settlement Administration. The Parties

² Defendants have also agreed to clearly and conspicuously disclose the Fees to consumers with the advertised price presented in the first instance. Fraietta Decl, Ex. 1 at § 2.2.

have agreed that the direct notice program affords Settlement Class Members due process and advises them of their rights under the Settlement. On February 19, 2026, the Court granted preliminary approval of the Settlement Agreement. DIN 31.³

Plaintiffs respectfully request that this Court approve a Service Award of \$5,000 to Plaintiff Jasher and Plaintiff Mutschler respectively, an award of attorneys' fees, costs, and expenses of 33% of the Settlement Fund (*i.e.*, \$165,000).

II. PROCEDURAL BACKGROUND

On or about March 24, 2025, Plaintiff Jasher sent Defendant Service Spot, LLC a Demand for Corrective Action, which alleged that Defendant, on its website (Parkon.com), charged an additional "Reservation Fee" without including it in the initially advertised prices for its service. Fraietta Decl. ¶ 4. On April 25, 2025, Plaintiff Jasher filed a class action complaint styled *Jasher v. Service Spot, LLC*, Case No. 25-cv-01203-DJC (E.D. Cal.), asserting the claims identified in the Demand. Shortly after filing the initial *Jasher* complaint, the Parties engaged in good-faith negotiations, seeking to resolve the claims brought by Plaintiff Jasher. Shortly after, on or around May 1, 2025, Plaintiff Mutschler sent Defendant TripGate LLC a Demand for Corrective Action asserting the same claims as to its website Cheapairportparking.org. *Id.* ¶ 5. Upon learning of the relationship between Defendants, the Parties entered into negotiations for a universal settlement to efficiently compensate all Settlement Class Members. *Id.* ¶ 6. On August 28, 2025, the *Jasher* complaint was voluntarily dismissed without prejudice. On September 9, 2025, Plaintiffs filed the operative Complaint in the Circuit Court for the 11th Judicial Circuit in and for Miami-Dade County, Florida, styled as *Jasher et al. v. Service Spot, LLC et al.*, Case No. 2025-017619-CA-01.

³ On February 26, 2026, the Court issued an Amended Preliminary Approval Order clarifying remaining deadlines. The Amended Order and Initial Order are otherwise the same. *See* DIN 32.

On November 18, 2025, the Parties executed the Settlement Agreement. On February 19, 2026, the Court granted preliminary approval of the Settlement Agreement. DIN 31.

III. TERMS OF THE SETTLEMENT

The Settlement provides exceptional results of the Class by creating a non-reversionary cash fund in the amount of \$500,000, funded by Defendants. Fraietta Decl., Ex. 1, § 1.38. Each Settlement Class Member⁴ with an Approved Claim shall be entitled to receive as a Cash Award a *pro rata* payment from the Settlement Fund. The *pro rata* payment for each Settlement Class Member will be equal to that Settlement Class Member's Out-of-Pocket Percentage multiplied by the Available Settlement Fund. *Id.* § 2.1(b).

The Proposed Settlement Class is defined as:

All California residents who made a reservation through Parkon.com or Cheapairportparking.org and paid a mandatory "Reservation Fee" at checkout during the Class Period.

In addition, the Settlement Amount will be used to pay Settlement Administration Expenses, any incentive awards to the Class Representatives, any Fee Award to Class Counsel, and any other costs, fees, or expenses approved by the Court. *Id.* § 1.38. Moreover, Defendants have agreed that they will clearly and conspicuously disclose the Reservation Fee to the consumer in the first instance the advertised prices are presented to a consumers on their Websites, unless

⁴ The Class Period spans from July 1, 2024 to June 9, 2025. Fraietta Decl., Ex. 1, § 1.36. Excluded from the Class is (1) any Judge or Magistrate presiding over this Action and members of their families; (2) Service Spot, LLC, 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 Class; and (4) the legal representatives, successors or assigns of any excluded Persons. *Id.*

and until California's Honest Pricing Law, Cal. Civ. Code § 1770(a)(29)(A), is amended, repealed, or otherwise invalidated. *Id.* § 2.2.

ARGUMENT

I. THE ATTORNEYS' FEES, COSTS, AND EXPENSES ARE REASONABLE AND SHOULD BE APPROVED

Class Counsel's requested award of 33% in attorneys' fees, costs, and expenses is reasonable in light of the factors courts use to assess fees. Courts consider "the results obtained by the Lead Counsel, the risks associated with this action, the Lead Counsel's ability and experience in class action litigation, and fee awards in comparable cases." *Seghroughni v. Advantus Restaurant, Inc.*, 2015 WL 2255278, at *1 (M.D. Fla. May 13, 2015).

In addition, both the United States Supreme Court and the Eleventh Circuit have expressly approved calculating fees by applying the percentage-of-recovery method to the total value of the settlement.⁵ *See Boeing v. Van Gemert*, 444 U.S. 472, 478 (1980) ("[A] litigant or lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole."); *Waters v. Int'l Precious Metals Corp.*, 190 F.3d 1291, 1295–96 (11th Cir.1999) (affirming fee award of 33–1/3% of total amount made available to class, and determining that attorney's fees may be determined based on total fund, not just actual payout to class); *see also Poertner v. Gillette Co.*, 618 Fed. Appx. 624, 628 (11th Cir. 2015), 618 F. App'x at 628 (quoting *Camden I Condo. Ass'n v. Dunkle*, 946 F.2d 768, 774 (11th Cir.1991) ("attorney's fees awarded from a common fund shall be based on a reasonable percentage of the fund established for the benefit of the class")); *David v. Am. Suzuki Motor Corp.*, 2010 WL 1628362 (S.D. Fla. Apr. 15, 2010) (settlement with ascertainable

⁵ "Because Florida's class action rule is based on Federal Rule of Civil Procedure 23, Florida courts generally look to federal cases as persuasive authority in their interpretation of rule 1.220." *InPhyNet Contracting Servs., Inc. v. Soria*, 33 So. 3d 766 (Fla. 4th DCA 2010).

benefits may be treated as a common fund to which a percentage fee may be awarded, even if the fee is separately paid by the defendant). Fees are awarded based on a percentage of the total benefits made available, regardless of the actual payout to the class. *See Waters*, 190 F.3d at 1295–96.

In the Eleventh Circuit, class counsel is awarded a percentage of the funds made available through a settlement. *Hanley v. Tampa Bay Sports & Entm't Ltd. Liab. Co.*, 2020 WL 2517766, at *5 (M.D. Fla. Apr. 23, 2020) (noting that the percentage of the fund analysis applies to claims made settlements and that the “percentage applies to the total fund created, even where the actual payout following the claims process is lower”).

“[T]he valuation of counsel’s fees should be based on the opportunity created for the Settlement Class - courts should give considerable weight to counsel’s efforts to afford class members the opportunity to recover meaningful relief by availing themselves of a claims process that is procedurally fair. And counsel should not be penalized for class members’ failure to take advantage of such a settlement.” *Montoya v. PNC Bank N.A.*, 2016 WL 1529902, at *23 (S.D. Fla. Apr. 13, 2016). For purposes of determining the total value of the common fund or class benefit, both monetary and nonmonetary relief, are considered. *Camden I*, 946 F.2d at 771; *Poertner*, 618 F. App’x at 628. Where, as here, notice and administration costs and attorneys’ fees and costs are to be paid from the Settlement Fund, it is proper to use the total value of the Settlement Fund which was created for the benefit of the Settlement Class, here \$500,000, from which Plaintiffs’ fee request is judged. *Peterson v. Apria Healthcare Grp., Inc.*, Case No. 6:19-cv-00856, ECF No. 55 at 19 (M.D. Fla. Nov. 2, 2020).

Here, Class Counsel is seeking one third of the amount made available from the Settlement Fund. Class Counsel spent numerous hours on this matter including investigating the

potential claims and relevant legal and factual issues, drafting pleadings in two separate courts, engaging in protracted settlement negotiations, drafting the settlement agreement and accompanying exhibits, drafting preliminary approval motion papers, working with the Settlement Administrator, Epiq, to ensure the timely and proper dissemination of notice, and drafting the instant motion. Class Counsel additionally expects it will spend significant additional time over the coming months continuing to work with the Claims Administrator and Class Members in order to distribute payments from the Settlement Fund. Courts typically award similar or identical percentages of the settlement value in comparable cases. *See, e.g., See Wolff v. Cash 4 Titles*, 2012 WL 5290155, at *5–6 (S.D. Fla. Sept. 26, 2012) (“The average percentage award in the Eleventh Circuit mirrors that of awards nationwide—roughly one-third.”) (collecting cases); *Asselta v. Nova Se. Univ.*, 2025 WL 1560772 at *5 (S.D. Fla. May 28, 2025) (“an award of 33.3% of the Settlement Fund for attorney’s fee is reasonable”). As such, the attorneys’ fees request is appropriate and reasonable. *See Wilson v. EverBank*, 2016 WL 457011, at *24 (S.D. Fla. Feb. 3, 2016) (approving fees based on time spent “litigating the class claims . . . and negotiating and administering the Settlement”); *Waters v. Intern. Precious Metals Corp.*, 190 F. 3d 1291, 1292–98 (11th Cir. 1999) (affirming fee award of 33 1/3% of settlement of \$40 million); *Seghroughni*, 2015 WL 2255278, at *1 (“An attorney’s fee . . . which is one-third of the settlement fund . . . is fair and reasonable in light of the results obtained by the Lead Counsel, the risks associated with this action, the Lead Counsel’s ability and experience in class action litigation, and fee awards in comparable cases.”); *Wolff*, 2012 WL 5290155, at *4 (“One-third of the recovery is considered standard in a contingency fee agreement.”).

A. **Plaintiffs' Claims Carried Substantial Risk And Achieved Outstanding Results**

This case presented substantial litigation risk. Class Counsel took on this case knowing that California's Honest Pricing Law had only been in effect for approximately a year when the initial *Jasher* case had been filed and the Mutschler letter was sent. Aside from the typical risks associated with class action litigation, such as certifying a class, this case presented several matters of first impression under California law. Given that California's Honest Pricing Law has only been in effect since July 1, 2024, and the case law is still developing, issues concerning what constitutes a "mandatory fee" and sufficient notice remain uncertain. *See, e.g., Schmitt v. Kaiser Foundation Health Plan of Washington*, 2024 WL 1676754, at *4 (W.D. Wash. Apr. 18, 2024) (approving fee request where "[t]he case was novel" and "turn[ed] on issues of first impression[.]"). Nonetheless, despite knowing the risks, Class Counsel took on the case, worked on the case, and even undertook a significant financial risk, with no upfront payment, and no guarantee of payment absent a successful outcome. *Asselta*, 2025 WL 1560772, at *6 ("A contingency fee arrangement often justifies an increase in the award of attorneys' fees.") (quoting *Behrens v. Wometco Enters. Inc.*, 118 F.R.D. 534, 548 (S.D. Fla. 1988)). In addition to attorney time spent on the case, Class Counsel also advanced a total of \$1,433.87 in out-of-pocket expenses, again with no guarantee of repayment. Fraietta Decl. ¶ 21. If the case had advanced through class certification, these expenses would have increased many-fold, and Class Counsel would need to advance these expenses potentially for several years to litigate this action through judgment and appeals.

Moreover, Class Counsel achieved outstanding results for the Class. Each Class Member will receive a *pro rata* payment for each Settlement Class Member equal to that Settlement Class Member's Out-of-Pocket Percentage multiplied by the Available Settlement Fund. Fraietta Decl.

Ex. 1 § 2.1(b). Since California’s Honest Pricing Law has only been in effect since July 1, 2024, issues concerning what constitutes a “mandatory fee” and sufficient notice remain uncertain. Because of these uncertainties, this settlement provides extraordinary results. It guarantees recovery for Settlement Class Members who paid this “Reservation Fee.” Fraietta Decl. ¶ 9. Where—like here—there is a risk of no recovery at all because of the outstanding issues of fact and novelty of the law, Class Counsel’s fee award is justified for the extraordinary results and certainty obtained for the Class. *See e.g., McCormick v. Adtalem Glob. Educ., Inc.*, 2022 IL App (1st) 201197-U, ¶ 32 (affirming 35% award where “the attorneys were skilled litigators who undertook significant risk in overcoming DeVry’s thin liability and achieving an extraordinary settlement for the class.”); *Asselta*, 2025 WL 1560772, at *6 (“Class Counsel assumed substantial risk in pursuing this case by agreeing to prosecute claims which ... presented significant legal ... that could have reduced the value of the case to zero. Class Counsel’s risk was also amplified by the fact that it agreed to prosecute those claims on a pure contingency basis, meaning it would not receive any compensation for its work or reimbursement for out-of-pocket expenses if the class did not recover any money. Accordingly, the Court concludes that this factor weighs in favor of the requested fee award.”).

B. Comparable Cases Support An Attorneys’ Fee Award

The requested fee here is actually less than in similar “junk fee” cases. Indeed, Plaintiffs’ request here is a lesser percentage of the present settlement than the fee award of 35% found to be reasonable in another court brought for the same violations. In December 2025, the Circuit Court of Cook County, Illinois found Class Counsel’s request for \$148,750 in “payment of attorneys’ fees, costs, and expenses” to be “a reasonable percentage of” a non-reversionary \$425,000 class settlement, or 35% of the settlement fund. Fraietta Decl. Ex. 3, ¶ 14. And there,

exactly like here, Plaintiff brought claims against the Defendant, a facilitator of parking reservations, for violations of California’s Honest Pricing Law, Cal. Civ. Code § 1770(a)(29) and California’s Unfair Competition Law, Cal. Bus. & Prof. Code §§ 17200, *et seq.*, for failing to disclose its reservation fees with the initially advertised price. *See Marcotte v. CAVU Ecommerce (Amer) LLC*, 2025CH06466 (Ill. Cir. Ct.), Dkt. 1. Similarly, in *Chambers v. Together Credit Union*, the court awarded plaintiffs’ counsel \$163,909.33 or 33% of the \$525,000 common fund. 3:19-cv-00842-SPM, ECF No. 85 (S.D. Ill. 2021), 1-2. There, the plaintiff brought claims against the defendant for allegedly collecting deceptive overdraft fees. *Id.* at ECF No. 1. Likewise, in *Charles v. Color Factory*, the court granted a fee of \$238,235.22 of \$714,705.68 common fund, or 33.33%. 1:24-cv-00322-JSR, ECF Nos. 44, 48 (S.D.N.Y. 2024). And exactly like here, the plaintiff alleged that the defendant “ambushed” consumers with “a non-delineated ‘fee’—masked under the ambiguous category ‘taxes & fees’ – at checkout after clicking through the various screens required to make a purchase.” *Id.* at ECF No. 1. Plaintiffs’ request here is reasonable, given the case law in the 11th Circuit and the previous awards of identical—if not higher—percentages in other “junk fee” cases.

C. The Skill and Standing of Class Counsel Supports the Requested Fee

The attorneys handling this case are in good standing in their respective jurisdictions. Class Counsel are well-respected attorneys with significant experience litigating similar class action cases in federal and state courts across the country, including other junk fee cases. Fraietta Decl. ¶ 13, Ex. 4 (firm resume of Bursor & Fisher, P.A.). Indeed, Class Counsel has been recognized by courts across the country for their expertise. *See id*; *see also Famular v. Whirlpool Corp.*, 2019 WL 1254882, at *4 (S.D.N.Y. Mar. 19, 2019) (“Class counsel are experienced and qualified class action lawyers. Bursor & Fisher, P.A., has been appointed class counsel in dozens of cases in both

federal and state courts, and has won several multi-million dollar verdicts or recoveries.”) (internal quotation omitted); *Ebin v. Kangadis Food Inc.*, 297 F.R.D. 561, 566 (S.D.N.Y. 2014) (Rakoff, J.) (“Bursor & Fisher, P.A., are class action lawyers who have experience litigating consumer claims. ... The firm has been appointed class counsel in dozens of cases in both federal and state courts, and has won multi-million dollar verdicts or recoveries in [six] class action jury trials since 2008.”). Moreover, Class Counsel has served as class counsel in other substantially similar Fees actions. *See Charles*, 1:24-cv-00322-JSR, ECF No. 38, at 3 (“For purposes of settlement only: ... (a) Philip L. Fraietta ... of Bursor & Fisher, P.A, are appointed Class Counsel for the Settlement Class[.] The Court finds that these attorneys are competent and capable of exercising the responsibilities of Class Counsel[.]”); *Marcotte*, 2025-CH-06466 (Ill. Cir. Ct.), Ex. 2 at ¶ 9 (“For purposes of settlement only: (a) Philip L. Fraietta of Bursor & Fisher, P.A. is appointed Class Counsel for the Settlement Class[.]”).

Furthermore, “[t]he quality of the opposition should be taken into consideration in assessing the quality of the plaintiffs’ counsel’s performance.” *In re MetLife Demutalization Litig.*, 689 F. Supp. 2d 297, 362 (E.D.N.Y. 2010). Here, Defendants are represented by a well-respected law firm. Class Counsel achieved an exceptional result in this case while facing well-resourced and experienced defense counsel. *See In re Marsh ERISA Litig.*, 265 F.R.D. 128, 148 (S.D.N.Y. 2010) (“The high quality of defense counsel opposing Plaintiffs’ efforts further proves the caliber of representation that was necessary to achieve the Settlement.”).

II. THE SERVICE AWARDS REQUESTED ARE REASONABLE

As explained by the Third District Court of Appeals, being a putative class representative “is less an honor than a headache” because he or she is “identified as a class litigant in public records (potentially affecting credit reports and disclosures for financing), is subject to fiduciary

duties...may be deposed and required to produce records [and] meet with counsel and appear in court.” *Altamonte Springs Imaging v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 857 (Fla. 3d DCA). Thus, “incentive awards are appropriate to recognize the efforts of the representative plaintiffs to obtain recovery for the class.” *In re Domestic Air Transp. Litig.*, 148 F.R.D. 297, 358 (N.D. Ga. 1993).

The Court should have no hesitation granting Class Representatives’ request for incentive payments, as they were instrumental in assisting Class Counsel to successfully resolve this matter. Specifically, they assisted with Class Counsel’s pre-suit investigation, provided invaluable insight as to the checkout flows and charges on Defendants’ websites, reviewed and approved pleadings, assisted with the settlement process, and ultimately reviewed and approved the Settlement Agreement for the benefit of the Class. *See Fraietta Decl.* ¶¶ 22-26. *See also Fraietta Decl. Ex. 3* ¶ 15 (granting \$5,000 incentive award to plaintiff “to compensate her for her efforts and commitment on behalf of the Settlement Class[.]”). Therefore, the requested incentive awards are reasonable and warranted. *See also, Charles*, 1:24-cv-00322-JSR, ECF Nos. 44 at n.4, 48 (approving \$5,000 incentive award); *Chambers*, 3:19-cv-00842-SPM, ECF No. 85, at 7 (approving \$7,500 incentive award).

CONCLUSION

Plaintiffs respectfully request this Court to approve a Service Award of \$5,000 to Plaintiff Jasher and Plaintiff Mutschler respectively, and an award of attorneys’ fees, costs, and expenses of 33% of the Settlement Fund (*i.e.*, \$165,000).

Dated: April 20, 2026

Respectfully submitted,

By: /s/ Philip L. Fraietta
Philip L. Fraietta

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 20th day of April, 2026, I electronically filed the foregoing with the Clerk of the Court which will send notice of electronic filing to all counsel of record.

/s/ Philip L. Fraietta
Philip L. Fraietta