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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. Javier A. Enriquez

PLAINTIFFS' AGREED MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND SUPPORTING MEMORANDUM

Plaintiffs Shamar Jasher and Jackie Mutschler, individually and on behalf of all others similarly situated (collectively, "Plaintiffs"), respectfully request that the Court grant Final Approval of the proposed Class Action Settlement ("Settlement" or "Settlement Agreement") attached herewith as **Exhibit 1** to the Declaration of Philip L. Fraietta in Support of Final Approval ("Fraietta Decl.").[1]

I. STATEMENT OF RELIEF REQUESTED

Plaintiffs respectfully request that the Court enter an order of Final Approval of Settlement in substantially the same form and the content of the proposed order filed herewith and approve Plaintiffs' Agreed Motion for Service Awards, Attorneys' Fees, Costs, and Expenses, which was filed April 20, 2026.

[1] All capitalized terms herein shall have the same meaning as those defined in the Settlement Agreement. Defendants Service Spot, LLC and Tripgate LLC ("Defendants") do not oppose the relief requested in this Motion.

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 Fees were charged to consumers at checkout on Defendants' 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 reached a proposed Class Settlement that provides substantial, immediate relief to the Class. Defendants agreed to establish a non-reversionary Settlement Fund of $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 one-third of the Settlement Amount; and the costs of Notice and Settlement Administration. The Settlement Administrator disseminated notice to Settlement Class Members

[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.

that complied with due process and advised them of their rights under the Settlement.

As explained below, the Settlement readily meets all requirements for final approval. Therefore, Plaintiffs respectfully request that the Court approve this Settlement, approve Plaintiffs' Agreed Motion for Service Awards, Attorneys' Fees, Costs and Expenses, and enter a final judgement. A proposed Final Order and Judgment is submitted herewith.

II. STATEMENT OF THE BASIS FOR THE REQUEST

The Parties reached a Settlement Agreement wherein Defendants will establish a Gross Settlement Amount of $500,000, which will be used to provide cash payments to members of the Settlement Class who submit a valid and timely claim. Moreover, the Parties executed a notice program that reached approximately 95% of the Settlement Class. Declaration of Cameron R. Azari ("Azari Decl.") ¶ 18. The Notice Plan was successful, and the Settlement Administrator received over 8,700 claims so far. *Id.* ¶ 35. The claims deadline is December 17, 2026. *Id*. Critically, no class members objected to the settlement. *Id.* at ¶ 33. Thus, the terms of the Settlement are fair and reasonable, and the form of Notice comports with due process requirements.

III. PROCEDURAL BACKGROUND

On or about March 24, 2025, Plaintiff Jasher sent a Demand for Corrective Action to Defendant Service Spot, LLC, which alleged that Defendant, on their website (Parkon.com), charged an additional "Reservation Fee" without including it in the initially advertised prices for their 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.) ("CA Action"). After filing the *Jasher* action in the United States District Court of the Eastern District of California, Defendant Service Spot LLC insisted that Miami-Dade County was the proper

venue for litigation as Service Spot maintained its principal place of business in Miami Beach, Florida. *Id.* ¶ 6. TripGate LLC likewise maintains its principal place of business in Miami Beach, Florida. *Id.* Shortly after filing the initial *Jasher* complaint, the Parties engaged in good-faith negotiations, seeking to resolve the claims brought by Plaintiffs. Shortly after, in or around May 1, 2025, Plaintiff Mutschler sent a Demand for Corrective Action to Defendant TripGate LLC 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 ("FL Action").[3] On November 18, 2025, the Parties executed the Settlement Agreement.

On December 22, 2025, the Parties moved for preliminary approval of the settlement, which was granted on February 26, 2026.[4] On April 20, 2026, Plaintiffs filed their Agreed Motion for Service Awards, Attorneys' Fees, Costs, and Expenses, which is currently pending.

IV. TERMS OF THE SETTLEMENT

A. *The Settlement Class*

Pursuant to Section 1.36 of of the Settlement Agreement, the proposed Settlement Class is defined as:

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

[4] On February 19, 2026, the Court issued preliminary approval of the settlement. On February 26, 2026, the Court issued an amended Preliminary Approval Order clarifying the dates for settlement administration and other settlement deadlines. For purposes of this Motion, Plaintiffs refer to the amended preliminary approval order as the operative preliminary approval order.

> 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.

The Class Period spans from July 1, 2024 to June 9, 2025. Fraietta Decl., Ex. 1, § 1.7. 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*. § 1.36.

B. *The Settlement Amount*

The Settlement Administrator set up a non-reversionary cash fund funded in the amount of $500,000 by Defendants. *Id.* at § 1.38. Each Settlement Class Member 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). Aside from being used to pay all approved claims, the Settlement Amount will also be used to pay Settlement Administration Expenses, any incentive award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees, or expenses approved by the Court. *Id*. § 1.38.

C. *Notice*

The Parties selected Epiq to provide Notice of the Class, handle distribution to Settlement Class Members, and perform other services required by the Settlement Agreement, including responding to Class Members' inquiries. *Id.* § 1.35. Defendants produced an electronic list from

their records that included the names and last known e-mail and postal addresses, and the total amount of Out-of-Pocket Fees paid by each Settlement Class Member, to the extent available, belonging to Settlement Class Members. *Id.* § 4.1(a). *See also* Azari Decl. ¶¶ 22-23. From that list, Epiq sent 149,007 Email Notices. Azari Decl. ¶ 23. The Email Notices clearly and concisely summarized the Settlement and the legal rights of the Settlement Class Members and included an embedded link to the Settlement Website. By clicking the link, recipients were able to access the Long Form Notice and additional information about the Settlement. *Id.* For Email Notices for which a bounce code was received indicating that the message was undeliverable for reasons such as an inactive or disabled account, the recipient's mailbox was full, technical autoreplies, and other delivery issues, at least two additional attempts were made to deliver the Notice by email. *Id.* ¶ 26. Moreover, the Email Notice was drafted in such a way that the subject line, the sender, and the body of the message avoided SPAM filters and ensured readership to the fullest extent reasonably practicable. *Id.* ¶ 25.

Additionally, a Long Form Notice and Claim Form ("Claim Package") were mailed to all persons who requested one via the toll-free telephone number or other means. As of October 8, 2026, Epiq mailed 60 Claim Packages because of such requests. *Id.* ¶ 27.

D. *Exclusion and Objection Procedures*

Class Members had forty-five (45) days from the notice date and not sooner than fourteen (14) days after Plaintiffs filed their papers supporting incentive and fee awards to exclude themselves from the Settlement Class or object to the settlement. Fraietta Decl., Ex. 1 § 1.22. The Notice advised the Settlement Class of their rights, including the rights to be excluded from or object to the Settlement Agreement or any of its terms. *Id.* § 4.2; Azari Decl. ¶ 40. No class members filed an objection to the settlement or Plaintiffs' request for service

awards, costs, expenses and attorneys' fees. Azari Decl. ¶ 33. Just one Settlement Class Member requested to be excluded. *Id.* Settlement Class Members' near-unanimous approval indicates that the settlement is worthy of approval.

E. *Attorneys' Fees, Costs and Expenses*

Pursuant to the terms of the Settlement Agreement, Class Counsel sought $165,000 in attorneys' fees. *See* Fraietta Decl., Ex. 1 § 8.1. Per the Court's Order granting preliminary approval of settlement, Plaintiffs filed their Agreed Motion for Service Awards, Attorneys' Fees, Costs, and Expenses on April 20, 2026 and seek approval of that Motion with this Motion.

F. *Service Payments to Named Plaintiffs*

Pursuant to the terms of the Settlement Agreement, Plaintiffs Jasher and Mutschler sought no more than $5,000 each as a Service Award. *Id.* § 8.2. Plaintiffs Jasher and Mutschler—as Class Representatives—have given their time and participated in this litigation as required in a manner beneficial to the Settlement Class, including (1) reviewing the Complaints; (2) assisting in the investigation; and (3) reviewing and signing the Settlement Agreement. Fraietta Decl. ¶ 21. *See also* Declaration of Shamar Jasher ("Jasher Decl."); Declaration of Jackie Mutschler ("Mutschler Decl.").

V. FINAL CERTIFICATION OF THE SETTLEMENT CLASS IS WARRANTED

Generally, where there are no objections to certification and no change in circumstances from the order preliminarily certifying a class for settlement purposes, courts certify a class for purposes of final approval of the settlement as a matter of course. *See, e.g.*, *Burrow v. Forjas Taurus S.A.*, 2019 WL 4247284, at *7 (S.D. Fla. Sep. 6, 2019).[5] Here, to date, there have been no objections to the Settlement. Azari Decl. ¶ 33.

[5] Florida Rule of Civil Procedure 1.220 is patterned on Rule 23 of the Federal Rules, so Florida courts consider case law interpreting Rule 23 as persuasive. *Broin v. Philip Morris Co*. 641 So.2d 888, n.1 (Fla. 3d DCA 1994).

As to Rule 1.220(a)(1), there are thousands of class members (numerosity). Here, the Settlement Class consists of approximately 156,000 members. Azari Decl. ¶ 22. Second, the primary concern in the consideration of commonality is whether the representative's claim arises from the same practice or course of conduct that gave rise to the remaining claims and whether the claims are based on the same legal theory. *See Morgan v. Coates*, 33 So. 3d 59 (Fla. 2nd DCA 2010) (citing *Powell v. Ranch Prop. Owners Ass'n, Inc.*, 522 So.2d 69,70 (Fla. 2d DCA 1988)). Here, the claims by Plaintiffs and the Settlement Class Members all arise out of Defendants' uniform Fees practice and similar checkout flows on Defendants' Websites. Accordingly, commonality is satisfied (commonality). Third, "[t]he test for typicality is not demanding and focuses generally on the similarities between the class representative and the putative class." *Sosa v. Safeway Premium Fin. Co.*, 73 So. 3d 91, 114 (Fla. 2011). Here, there is a nexus between Plaintiffs' and other Settlement Class members' claims since they each concern Defendants' failure to include the mandatory Fees with the initially advertised prices on Defendants' Websites and the inclusion of those Fees only at checkout. Thus, Plaintiffs' claims are typical of other Settlement Class Members' claims because they are based on the same legal theories and underlying events. *See Sosa*, 73 So. 3d at 115 ("In this case, the claims of Sosa and the putative class members are based on the same legal theory … that arose from the same course of conduct that caused a similar injury—Safeway overcharging Sosa and the putative class members an additional service charge of $20 twice in a twelve-month period."). Finally, Plaintiffs and Class Counsel have zealously litigated the claim, secured full relief, and have no interests antagonistic to the class (adequacy). As to Rule 1.220(b)(3), pursuant to the terms of the Settlement, there are no individual issues precluding class treatment (predominance); and class treatment is the best method of adjudication, as seen in the fact that every class member

received significant relief without the need for numerous (and duplicative) individual cases (superiority). Thus, certification of the Settlement Class is warranted for settlement purposes only.

VI. THE NOTICE PROVIDED TO CLASS MEMBERS WAS THE BEST PRACTICABLE NOTICE AND COMPORTED WITH DUE PROCESS REQUIREMENTS

Rule 1.220(d)(2) requires that notice be given to "each member of the class who can be identified and located through reasonable effort and shall be given to the other members of the class in the manner determined by the court to be the most practicable under the circumstances." Fla. R. Civ. P. Rule 1.220(d)(2). This Rule further requires that the notice: "[s]hall inform each member of the class that (A) any member of the class who files a statement with the court by the date specified in the notice asking to be excluded shall be excluded from the class, (B) the judgment, whether favorable or not, will include all members who do not request exclusion, and (C) any member who does not request exclusion may make a separate appearance within the time specified in the notice." *Id.*

Here, Settlement Class Members were provided direct notice at the email addresses that they personally provided to Defendants during the relevant class period. The Settlement Claims Administrator provided direct notice to approximately 95% of potential Settlement Class Members via the Class List provided by Defendants. Azari Decl. ¶ 18, 22-23. Individual, direct notice comports with due process requirements. *See, e.g., Juris v. Inamed Corp.*, 685 F.3d 1294, 1320 (11th Cir. 2012) ("We likewise find that the notice with respect to the proposed plan for distribution of the Inamed settlement fund satisfied due process. … Per Judge Pointer's orders, notices requesting objections and comments on the proposed fund distribution plan were mailed to 350,000 implant recipients registered with the claims office."). The "Class Notice program is reasonably calculated under the circumstances to inform the Settlement Class of the pendency of

the Action, certification of a Settlement Class, the terms of the Settlement, Class Counsel's Fee Application and the request for Service Awards for Plaintiffs, and their rights to opt-out of the Settlement Class or object to the Settlement." *Jasher et al. v. Service Spot, LLC et al.*, Case No. 2025-017619-CA-01, Order granting Motion for Preliminary Approval ¶ 10.

On the Settlement Website, Settlement Class Members can review the Long Form Notice, relevant filings, make a claim, get answers to frequently asked questions, and obtain contact information of the Settlement Administrator and Class Counsel for assistance with any of the settlement administration process, and view upcoming deadlines and hearing dates. Azari Decl. ¶ 30. The Notices defined the Class; described the options available to Settlement Class Members and the deadlines for taking action; described the essential terms of the Settlement Agreement; disclosed the requested service award for the Class Representatives as well as the amount that proposed Settlement Class Counsel intends to seek in fees and costs; explained procedures for making claims, objections, or requesting exclusion; described the date, time, and place of the Final Fairness Hearing; and prominently displayed contact information for class counsel. *Id.* ¶ 40.

Thus, the Notice provided to Settlement Class Members constituted the best notice practicable and comported with due process requirements.

VII. THE TERMS OF THE SETTLEMENT ARE FAIR AND REASONABLE

To grant final approval of a settlement, the court must find that the terms of the settlement are fair, reasonable, and adequate. *See Ramos v. Phillip Morris Cos.*, 743 So. 2d 24, 31 (Fla. 3d DCA 1999) (citations omitted). Courts consider several factors in making such determination, including: (1) the complexity and duration of the litigation; (2) the reaction of the class to the settlement; (3) the stage of the proceedings; (4) the risk of establishing liability; (5) the risk of establishing damages; (6) the risk of maintaining a class action; (7) the ability of the

defendant to withstand a greater judgment; (8) the reasonableness of the settlement in light of the best recovery; and (9) the range of reasonableness of the settlement in light of all the attendant risks of litigation. *Grosso v. Fid. Nat'l Title Ins. Co.*, 983 So. 2d 1165, 1173–74 (Fla. 3d DCA 2008).

All of these factors favor a finding that the terms of the Settlement Agreement are clearly fair, reasonable, and adequate. *See Ramos*, 743 So. 2d at 32 (approving settlement because benefits obtained must be analyzed in light of significant risk of litigation). Continuing litigation through class certification briefing, summary judgment briefing (and potentially trial), and through an extensive appellate process would have been extremely expensive and complex, and likely would have extended for several years, and a loss at any stage could result in the Class ending up with no recovery whatsoever. *See, e.g.*, *Borcea v. Carnival Corp.*, 238 F.R.D. 664, 673 (S.D. Fla. 2006) (approving settlement and finding significant that class members risked recovering nothing on threshold issue of whether a litigated class would be certified); *Hamilton v. SunTrust Mortg. Inc.*, 2014 WL 5419507, at *2 (S.D. Fla. Oct. 24, 2014) (avoiding expense and length of protracted litigation is significant factor in analyzing terms of settlement). Moreover, not a single class member has objected to the terms of the Agreement, which is virtually dispositive on the question of whether the terms of a settlement are fair and reasonable to Class Members. *See also Barnhill v. Fla. Microsoft Anti-Trust Litig.*, 905 So. 2d 195, 200 (Fla. 3d DCA 2005) ("The fairness of the settlement and the propriety of the release is confirmed by the fact that so few of the class members have objected to it[.]").

The relief that the Settlement made available to the Settlement Class here is more than reasonable, given the complexity of the litigation and the significant risks and barriers that loomed in the absence of settlement including, but not limited to, a potential dispositive motions,

Defendants' assertion of various legal challenges (including the possibility that Class Members could be compelled to arbitration), and additional motion practice (including a motion for class certification and motions for summary judgment), plus trial and potential appellate review following a final judgment. And, notably, the relief made available falls squarely within the range of relief provided by other settlements granted final approval.

Indeed, this settlement is similar to that 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. Similarly, in *Chambers v. Together Credit Union*—a similar fee case—the court granted final approval of $525,000 settlement fund. 2021 WL 1948453, at *3; *5 (S.D. Ill. May 14, 2021). Finally, this Settlement parallels the settlement granted final approval on December 1, 2025 in *Marcotte v. CAVUeCommerce (AMER) LLC*, 2025-CH-06466 (Ill. Cir. Ct.). There, the court final approved a $425,000 settlement, finding the settlement to be "fair, reasonable, adequate, and in the best interest of the Settlement Class." Fraietta Decl. ¶ 10, Ex. 2. This $500,000 class wide settlement fits squarely in the middle of these cases where final approval was granted.

Lastly, resolution of numerous claims in one action is far superior to individual lawsuits because it promotes consistency and efficiency of adjudication. *See* Fla. R. Civ. P. 1.220(b)(3). Absent Settlement Class Members would have to present the same legal and factual arguments in separate and duplicative proceedings, which would cause enormous expense to both the judiciary and the litigants. Moreover, there is no indication that Settlement Class Members have an

interest in individual litigation or an incentive to pursue their claims individually, given that the amount of damages is likely to be around $6–10 per litigant. Fraietta Decl. ¶ 7. *See also Sosa*, 73 So. 3d at 116 ("There are potentially thousands of prospective class members and their small individual economic claims involving a $20 overcharge are not so large as to economically justify each individual filing a separate action.").

Additionally, the Settlement will give the parties the benefit of finality, and because this case has now been settled pending Court approval, there are no issues with manageability. *Amchem Prods. Inc. v. Windsor*, 521 U.S. 591, 620 (U.S. 1997) ("Confronted with a request for settlement-only certification, a district court need not inquire whether the case, if tried, would present intractable management problems ... for the proposal is that there be no trial."). Class certification and class resolution guarantee judicial efficiency and conserve resources over tens of thousands of individual cases arising out of allegations based upon Defendants' conduct.

For all these reasons, Plaintiffs respectfully submit that the terms of the Settlement are fair, reasonable, and adequate, and the Settlement warrants the Court's final approval.

VIII. THE SERVICE AWARDS, COSTS, AND ATTORNEYS' FEES REQUESTED ARE REASONABLE

1. Service Awards to Plaintiffs Jasher and Mutschler 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 2009). 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). Here, Plaintiffs' requests for $5,000 service awards is reasonable and in line with their efforts to get relief for the Settlement Class. *See* Jasher Decl.; Mutschler Decl.; Fraietta Decl. ¶ 21. These awards are also in line with those provided in other "junk fee" settlements. *See Charles*, 1:24-cv-00322-JSR, ECF Nos. 44, n.4, 48 (approving $5,000 incentive award); *Chambers*, 3:19-cv-00842-SPM, ECF No. 85, at 7 (approving $7,500 incentive award).

2. Attorneys' Costs and Fee Award Is Reasonable

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. *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 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). Here, Plaintiffs have moved for an award of 33% of the Settlement Fund, which is within the range of a reasonable fee in this circuit and in comparable "junk fee" settlements. *See Charles,* 1:24-cv-00322-JSR, ECF Nos. 44, 48 (granting fee of

$238,235.22 of $714,705.68 common fund, or 33.33%); *Marcotte v. CAVU Ecommerce (Amer) LLC,* 2025CH06466 (Ill. Cir. Ct.) (awarding 35% of the Settlement fund); *Chambers*, 3:19-cv-00842-SPM, ECF No. 85 at 1-2 (awarding plaintiffs' counsel $163,909.33 or 31% of the $525,000 common fund).

CONCLUSION

For the reasons stated above and in the Agreed Fee Petition, Plaintiffs respectfully request that the Court enter an Order granting final approval of the Settlement and approving the requested Service Awards and Fee Award. A proposed Final Order and Judgment is submitted herewith.

Dated: October 16, 2026

Respectfully submitted,

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

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 16th day of October, 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