

FILED
Clerk of the Superior Court

MAY 29 2026

By: A. Wagoner

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

EDWARD GALVEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SPOTHERO, INC.,

Defendant.

Case No. 26CU011741N

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION
FOR CONDITIONAL CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hon. William Y. Wood
Dept. N-29
Hearing Date: May 29, 2026
Time: 1:30 p.m.

1 The Court, having considered Plaintiff's Unopposed Motion for Conditional Class
2 Certification and Preliminary Approval of Class Action Settlement and all supplements thereto
3 (collectively, the "Motion") and the Settlement Agreement dated February 24, 2026 (the
4 "Settlement Agreement") filed with the Motion, rules as follows:

5 1. Defined terms in this Order shall have the same meaning given to such terms in
6 the Settlement Agreement.

7 2. **Conditional Settlement Class**: This Court finds on a preliminary basis that the
8 class as defined in the Settlement Agreement ("Settlement Class") meets all requirements for
9 certification of a settlement class under Section 382 of the Code of Civil Procedure, Section 1781
10 of the Civil Code, Rule 3.769 of the California Rules of Court, and applicable case law.

11 Accordingly, the Court provisionally certifies the Settlement Class, which is composed of all
12 SpotHero customers who, during the period from July 1, 2024, through and including March 13,
13 2025, and while in California, purchased at least one parking reservation through spothero.com
14 or through SpotHero's mobile application and used the "Map View" option to search for the
15 parking spot.

16 3. The certification of a preliminary Settlement Class under this Order is for
17 settlement purposes only. Certification shall not constitute, nor be construed as, an admission by
18 Defendant that any other proposed or certified class action is appropriate for class treatment.

19 4. The Court provisionally finds that the members of the Settlement Class are
20 ascertainable, that the members of the Settlement Class are so numerous that joinder of all
21 members would be impracticable, that there are multiple issues of law and fact common to the
22 claims of the Settlement Class Members and that these common issues predominate over any
23 issues affecting only individual members of the Settlement Class, that the claims of the named
24 Plaintiff are typical of the claims of the Settlement Class, that in prosecuting this action and
25 negotiating and entering into the Settlement Agreement, the named Plaintiff and his counsel have
26 fairly and adequately protected the interests of the Settlement Class and will adequately represent
27 the Settlement Class in connection with the Settlement, and that a class action is superior to other
28 methods available for adjudicating the controversy.

1 5. **Fair, Reasonable, and Adequate:** The Court has reviewed the Settlement
2 Agreement and finds that the settlement memorialized therein falls within the range of
3 reasonableness and potential final approval, thereby meeting the requirements for preliminary
4 approval. The Court finds that the Settlement resulted from arm’s-length negotiations between
5 the Parties and their well-informed and experienced counsel. These negotiations were assisted by
6 an experienced and neutral mediator, Mr. Bruce Friedman of JAMS. The Settlement itself
7 provides direct relief to Settlement Class Members in cash or Credit Vouchers, at each
8 Settlement Class Member’s election. In addition to the direct Settlement Benefits distributed to
9 Settlement Class Members, the Settlement provides for attorneys’ fees, litigation costs, an
10 incentive award to the Class Representative, and settlement notice and administration costs. In
11 short, the Settlement appears fair, reasonable, adequate, and within the range of possible final
12 approval, and thus, notice to members of the Settlement Class should issue as directed below.

13 6. **Class Counsel and Class Representatives:** The Court provisionally appoints
14 Edward Galvez as the representative of the Settlement Class (“Class Representative”). And, for
15 purposes of settlement, the Court provisionally finds that counsel for the Settlement Class—
16 Simon Franzini and Martin Brenner of Dovel & Luner LLP, and Albert Pak and Noah Heinz of
17 Pak Heinz PLLC—are qualified, experienced, and skilled attorneys capable of adequately
18 representing the Settlement Class, and they are provisionally approved as Class Counsel.

19 7. **Settlement Administrator:** The Court appoints the Angeion Group as the
20 Settlement and Claims Administrator under the terms of the Settlement Agreement. The
21 Settlement Administrator is directed to disseminate notice in the manner described in the
22 Settlement Agreement.

23 8. **Class Notice:** The Court has reviewed and approves the form and content of the
24 notices attached to the Settlement Agreement as Exhibit A and Exhibit B. The Court finds that
25 the notice prescribed in the Settlement Agreement meets the requirements of Rule 3.769(f) of the
26 California Rules of Court and due process, is the best notice practicable under the circumstances,
27 constitutes due and sufficient notice to all persons entitled thereto, and complies with the
28 requirements of the California Constitution, the Constitution of the United States, and all other

1 applicable laws. The Settlement Administrator shall carry out the notice plan as laid out in the
2 Settlement.

3 9. **Claims Process, Objections, and Requests for Exclusion:** The Court has
4 reviewed and approves the content of the proposed Claim Form, attached to the Settlement
5 Agreement as Exhibit C. The Court also approves the claims procedures set forth in the
6 Settlement. The Court also hereby approves and adopts the procedures, deadlines, and manner
7 governing all requests to be excluded from the Settlement Class, and for objecting to the
8 Settlement Agreement, as provided for in the Settlement Agreement.

9 10. **Schedule for Settlement Administration:** The Court hereby sets the following
10 dates and deadlines:

11 a. The Notice Date, or the deadline for sending the Notice to Settlement Class
12 Members, as required under the terms of the Settlement Agreement, shall be 30
13 days after the date of entry of this Order.

14 b. The deadline for Settlement Class Members to opt out of or object to the
15 Settlement Agreement shall be 30 days after the Notice Date.

16 c. The deadline for Settlement Class Members to file a Claim for cash relief shall be
17 60 days after the Notice Date.

18 d. The Motion for Final Approval shall be filed no later than 75 days after the Notice
19 Date.

20 e. No later than 14 days prior to the Final Approval Hearing, Class Counsel shall
21 provide the Court with any responses to any written objections made by
22 Settlement Class Members.

23 f. The Final Approval Hearing date shall be on 9.18.26 [DATE] at
24 1:30 pm [TIME] in Department N-29 of this Court.

25 11. **Final Approval Hearing:** At the Final Approval Hearing, the Court shall
26 consider whether to grant final approval to the Settlement, consider any application by Class
27 Counsel for attorneys' fees and reimbursement of expenses, and consider any request for an
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1 incentive award to the named Plaintiff. The Court may postpone, adjourn, or continue the
2 Hearing without further notice to the Settlement Class.


3 12. **Stay of Proceedings**: All proceedings in this action are stayed pending Final
4 Approval of the Settlement, except as may be necessary to effectuate the settlement or comply
5 with its terms.

6 13. **Other Provisions**: Pending Final Approval of the Settlement, all Settlement Class
7 Members are prohibited from commencing any action or other proceeding against Defendant (or
8 any released party) that asserts the same claims regarding Defendant's fee disclosures as asserted
9 in this action. If for any reason the settlement is not approved or consummated for any reason
10 whatsoever, the Settlement Agreement and all proceedings in connection therewith shall
11 terminate without prejudice to the status quo ante and rights of the Parties to the action as they
12 existed prior to the date of the execution of the Settlement Agreement, unless otherwise provided
13 in the Settlement Agreement.

14 14. **Continued Jurisdiction**: The Court exerts exclusive and continuing jurisdiction
15 over the claims and issues in this litigation and specifically over all aspects related to the
16 proposed Settlement.

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18 Good cause appearing therefore, IT IS SO ORDERED.

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20 DATED: MAY 29 2026, 2026



Honorable William Y. Wood
Judge of the Superior Court
For the County of San Diego

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PROOF OF SERVICE

I am a resident of the state of California, I am over the age of 18 years, and I am not a party to the within action. My business address is 201 Santa Monica Blvd., Suite 600, Santa Monica, CA 90401.

On May 6, 2026, I served the foregoing document(s) described as **[PROPOSED] ORDER GRANTING PLAINTIFF’S UNOPPOSED MOTION FOR CONDITIONAL CLASS CERTIFICATION AND PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** on all interested parties in this action as follows:

Tyler G. Newby (Cal. Bar No. 205790)
tnewby@fenwick.com
FENWICK & WEST LLP
One Front Street, 33rd Floor
San Francisco, CA 94111

Attorney for Defendant

(VIA ELECTRONIC SERVICE): I served the document(s) listed above electronically via email or electronic transmission. I caused the documents to be sent to the persons at the email addresses above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on May 6, 2026, at Santa Monica, California.

/s/ Leily Rossi
Leily Rossi