

## **SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “Settlement” or the “Agreement”) is made and entered by and between Plaintiff Edward Galvez, individually and on behalf of the Settlement Class (“Plaintiff” or “Class Representative”), on the one hand, and Defendant SpotHero, Inc. (“SpotHero” or “Defendant”), on the other hand, and is subject to approval in the action entitled *Galvez v. SpotHero, Inc.*, to be filed in the Superior Court of the State of California for the County of San Diego (the “Court”).

### **I. DEFINITIONS**

As used in this Agreement and all related documents, the following terms have the following meanings:

A. “**Action**” means *Edward Galvez v. SpotHero, Inc.*, which is to be filed by Plaintiff following execution of this Agreement.

B. “**Administration Costs**” means the actual costs reasonably charged by the Settlement Administrator for its services as provided for in this Agreement, including, but not limited to, all costs of providing notice to persons in the Settlement Class, issuing Settlement Benefits, processing Claim Forms, and the cost of maintaining a designated post office box for receiving Claim Forms.

C. “**Agreement**” means this Settlement Agreement and Release, including the notices and other documents attached as exhibits to this Agreement, and any amendments thereto.

D. “**Cash Benefit(s)**” means a monetary payment, in the form of a check or electronic payment, to a Settlement Class Member who elected to receive a Cash Benefit through a valid Claim Form.

E. “**Cash Benefit Fund**” means a non-reversionary cash fund, the amount of which shall be established after the expiration of the Claim Period, which shall equal the total Cash Benefit to be awarded to all Settlement Class Members who elected to receive a Cash Benefit through a valid Claim Form.

F. “**Claim(s)**” or “**Claim Form(s)**” means the claim form submitted by a Settlement Class Member, in substantially the same form as “**Exhibit C**,” which shall offer each Settlement Class Member the opportunity to elect to receive a Cash Benefit. Each Settlement Class Member who elects to receive the Cash Benefit must follow all instructions on the Claim Form. Failure to submit a completed Claim Form with all requested information shall result in such Settlement Class Member receiving a Credit Voucher.

G. “**Claim Deadline**” means the date sixty (60) days after the Notice Date, or such other deadline to file a Claim as is set by the Court.

H. “**Claim Period**” means the time period in which Settlement Class Members may submit a Claim Form. The Claim Period begins on the Notice Date and expires on the Claim Deadline.

I. “**Claims Process**” means the process for Settlement Class Members to submit Claims, as described in this Agreement and ordered by the Court.

J. “**Class Notice**” means all types of notice that will be provided to the Settlement Class, as described in this Agreement and ordered by the Court.

K. “**Class Counsel**” means Simon Franzini and Martin Brenner of Dovel & Luner, LLP, and Albert Pak and Noah Heinz of Pak Heinz PLLC.

L. “**Class Period**” means July 1, 2024, through and including March 13, 2025.

M. “**Credit Voucher(s)**” means the credit issued to each Settlement Class Member who does not opt out or elect to receive a Cash Benefit. Settlement Class Members who receive a Credit Voucher will have the Credit Voucher automatically credited to their SpotHero wallet, and are subject to additional terms and conditions, as set forth in Section III.C.

N. “**Effective Date**” means, if there are no objections, the date of Final Approval; if there are objections, the date upon which the last (in time) of the following events occurs: (i) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; (ii) the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of any appeal(s) of the

Final Approval Order; (iii) the date of final dismissal of any appeal of, or the final dismissal or resolution of any proceeding on certiorari with respect to, the Final Approval Order; or (iv) the date upon which the final objection is withdrawn.

O. “**Email Notice**” means notice of the proposed Settlement to be provided to Settlement Class Members substantially in the same form attached hereto as “**Exhibit A**.”

P. “**Escrow Account**” means the separate, interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to all Parties. The Escrow Account will be at an FDIC-insured depository institution of the Settlement Administrator’s choice (subject to any Party’s reasonable veto). The Cash Benefit Fund shall be deposited by Defendant into the Escrow Account in accordance with the terms of this Agreement. The funds in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (i) demand deposit accounts and/or; (ii) time deposit accounts and certificates of deposit; (iii) United States Treasury bills; or (iv) other similar instruments backed by the full faith and credit of the United States Government. The costs of establishing and maintaining the Escrow Account shall be deemed Administration Costs.

Q. “**Federal Action**” means *Edward Galvez v. SpotHero, Inc.*, Case No. 5:25-cv-02974, filed on April 4, 2025, in the United States District Court for the Central District of California. Plaintiff will voluntarily dismiss the Federal Action without prejudice, and file a Class Action Complaint asserting various claims concerning alleged drip pricing in the Superior Court of California, County of San Diego within seven (7) calendar days of this Agreement’s final execution.

R. “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

S. “**Final Approval**” means the date the Court finally approves the Settlement of this Action, including but not limited to, the terms and conditions of this Agreement.

T. **“Final Approval Hearing”** means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable and adequate and to enter the Final Approval Order.

U. **“Final Approval Order”** means both the order and judgment, whether entered separately or together, that the Court enters upon finally approving the Settlement in connection with the Final Approval Hearing.

V. **“Incentive Award”** means a reasonable payment, subject to Court approval, made to the Class Representative as compensation for his efforts and diligence in pursuing this Action.

W. **“Long Form Notice”** means notice of the proposed Settlement to be provided to the Settlement Class in substantially the same form as **“Exhibit B.”**

X. **“Notice Date”** means the date no later than 30 days after Preliminary Approval on which the notice described in this Agreement is first issued.

Y. **“Objection/Exclusion Deadline”** means the deadline to object or seek exclusion from the Settlement, which shall be the date that is thirty (30) days after the Notice Date, or such other date set by the Court.

Z. **“Parties”** or **“Party”** means the Class Representative and Defendant.

AA. **“Preliminary Approval”** means the date the Court preliminarily approves the Settlement of the Action, including but not limited to, the Class Notice and the terms and conditions of this Agreement.

BB. **“Preliminary Approval Order”** means the order signed by the Court in connection with the preliminary approval hearing on the Settlement.

CC. **“Released Claims”** means all claims to be released pursuant to this Agreement.

DD. **“Settlement Administrator”** means the well-established third-party agent or administrator agreed to by the Parties and appointed by the Court. The Parties agree that, subject to the Court’s approval and after a competitive bid process, the Parties jointly select Angeion Group to implement the Class Notice and administration requirements of this Agreement.

EE. “**Settlement Benefit**” means a Credit Voucher or Cash Benefit provided to an eligible Settlement Class Member.

FF. “**Settlement Class**” means the class defined as:

- All SpotHero customers who, during the period from July 1, 2024, through and including March 13, 2025, and while in California, purchased at least one parking reservation through spothero.com or through SpotHero’s mobile application and used the “Map View” option to search for the parking spot.

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; counsel of record (and their respective law firms) for the Parties; Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Effective Date arising from the disclosure of service fees underlying the claims in the operative complaint in the Action.

GG. “**Settlement Class Member(s)**” means any member of the Settlement Class.

HH. “**Settlement Website**” means the website to be established by the Settlement Administrator for purpose of providing notice, Claim Forms, and other information regarding this Agreement, as described in this Agreement.

II. “**Website Notice**” means the notice made available on the Settlement Website pursuant to this Agreement, including the Long Form Notice.

## **II. LITIGATION BACKGROUND**

A. Plaintiff alleges that, during the Class Period, Defendant did not display the full price, including Defendant’s service fee, to reserve parking spots on its website and mobile application until near the end of the checkout process. Based on these allegations, Plaintiff Edward Galvez filed the Federal Action on April 4, 2025. Plaintiff alleges that Defendant engaged in “drip pricing” in violation of the unfair and unlawful prongs of California’s Unfair Competition Law

and the Consumer Legal Remedies Act, and he also brings a quasi-contract/unjust enrichment claim.

B. Defendant expressly denies any liability or wrongdoing of any kind or that Plaintiff or any putative Class member has been damaged in any amount or at all in connection with the claims alleged in the Action or Federal Action. Defendant does not admit or concede any actual or potential fault, wrongdoing, or liability against it in the Action, the Federal Action, or any other actions. Defendant maintained during the entire pendency of the Action and Federal Action, and continues to maintain, that it is not liable for any of the conduct alleged in the Action or Federal Action.

C. In the Federal Action, on June 27, 2025, Defendant filed a motion to compel arbitration or in the alternative, transfer venue, arguing that Plaintiff was bound by Defendant's Terms of Service including its arbitration and forum selection clause. While continuing to litigate the case, the Parties began discussing the possibility of mediating the claims and reaching an early resolution. In July, the Parties scheduled a mediation. They then agreed to extend the briefing schedule on Defendant's pending motion.

D. The Parties participated in an all-day mediation on November 12, 2025 with mediator Bruce Friedman of JAMS. In the lead up to mediation, the Parties exchanged informal discovery, including financial and sales records relevant to the claims and alleged damages. The Parties also prepared comprehensive mediation briefs that discussed the claims, defenses, and alleged damages in detail. Class Counsel spent significant time and effort analyzing these records and Defendant's mediation brief to understand Defendant's liability and then assess potential damages models available to Plaintiff and the proposed class. At the mediation, the Parties engaged in arduous, vigorous and contentious negotiations, but did not reach resolution. However, the mediator issued a mediator's proposal. Each Party carefully considered the mediator's proposal over the following days and, by November 18, 2025, both Parties had accepted the mediator's proposal. The Parties then began negotiating and drafting this final long-form Settlement Agreement.

E. As a result of these well-informed, substantive, arduous, and good-faith settlement negotiations, Class Counsel was able to assess thoroughly the claims of the Settlement Class Members and Defendant's practices and defenses.

F. Based on the above-outlined investigation, settlement negotiations, and litigation, the current state of the law, the expense, burden and time necessary to prosecute the Action through trial and possible appeals, the risks and uncertainty of further prosecution of this Action considering the defenses at issue, the sharply contested legal and factual issues involved, and the relative benefits to be conferred upon the Settlement Class Members pursuant to this Agreement, Plaintiff and Class Counsel have concluded that a Settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class in light of all known facts and circumstances.

G. Based on the foregoing, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to the Action which exists between the Parties. Therefore, it is the intention of Plaintiff and the Settlement Class that this Agreement shall constitute a full and complete Settlement and release of the Released Claims against Defendant.

### **III. TERMS OF SETTLEMENT**

In consideration of the mutual covenants and promises set forth herein, and subject to Court approval, the Parties agree as follows:

A. Filing of the Action and Request for Preliminary Approval: To ensure that the reviewing court has subject matter jurisdiction over the action approving the Settlement, the Parties agree that Plaintiff will dismiss the Federal Action and file a class action complaint naming himself as the named Plaintiff in the Superior Court of the State of California for the County of San Diego. The Parties will seek approval of the Settlement in this Action. Defendant will not contest personal jurisdiction or venue in the Action as to the Class Representative or any Class Member. Plaintiff agrees that Defendant shall not be required to answer the complaint in the Action pending the Parties' efforts to obtain approval of the Settlement. Plaintiff shall dismiss the Federal Action

without prejudice and file the Action within seven (7) days of final execution of this Agreement. The claims dismissed without prejudice in the Federal Action and included in the Action in accordance with this provision shall be treated for all purposes as though they were filed as of the date of the initial Federal Action complaint.

B. Conditional Certification of Class. For Settlement purposes only, and without any finding or admission of any wrongdoing or fault by Defendant, and solely pursuant to the terms of this Agreement, the Parties consent to and agree to the establishment of a conditional certification of the Settlement Class pursuant to the applicable rules governing class actions. This certification is conditional on the Court's approval of this Agreement. In the event the Court does not approve all material terms of the Agreement, or if the Agreement is voluntarily or involuntarily terminated for any reason, then certification of the Settlement Class shall be void and this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy. And, in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement, and Defendant has not and shall not be deemed to have waived any opposition or defenses it has to the merits of the claims asserted herein or to whether those claims are amenable to class-based treatment. The Parties agree that the Action shall be treated as though it was filed on April 4, 2025, the initial filing date of the Federal Action for all purposes, including for purposes of any statute of limitations defense as to the Plaintiff's claims and as to the claims of any unnamed putative class members. Defendant supports certification of the Settlement Class for settlement purposes only. In the event the Agreement is not preliminarily approved, the Parties agree to resume settlement discussions in good faith for at least 21 days. If after 21 days the Parties have not agreed to amended settlement terms, then the Parties will confer regarding proposed pre-trial and trial

deadlines. The Parties agree to provide the Court with a proposed schedule within 35 days after an order of the Court denying preliminary approval.

C. Relief for the Settlement Class.

1. Benefits to Settlement Class Members: Subject to the rights, terms, and conditions of this Agreement, Defendant shall provide \$975,000 in direct Settlement Benefits to Settlement Class Members. Settlement Benefits shall be allocated to Settlement Class Members in proportion to the average amount in service fees that they paid to Defendant during the Class Period and in such a way that the entire \$975,000 available in direct Settlement Benefits is distributed to Settlement Class Members. The information needed to make this calculation is reflected in Defendant's records and will be provided by Defendant to the Settlement Administrator. A Settlement Class Member who submits a valid and timely Claim Form will be entitled to a Cash Benefit. A Settlement Class Member who does not submit a valid and timely Claim Form will be entitled to a Credit Voucher of the same value instead.

2. Funding of Cash Benefit Fund. Within **fifteen (15) business** days of the Effective Date, Defendant shall pay into the Escrow Account an amount equal to the Cash Benefit Fund. The Cash Benefit Fund will be distributed to Settlement Class Members in accordance with the terms of this Agreement. In no circumstances will any of it revert back to Defendant.

3. Cash Benefit Election and Delivery: If a Settlement Class Member submits a valid and timely Claim Form electing to receive a Cash Benefit, the Settlement Class Member will receive the payment they are due under this Agreement in the form of a Cash Benefit, to be paid out of the Cash Benefit Fund. The Settlement Administrator shall distribute Cash Benefits to each Settlement Class Member entitled to receive them out of the Cash Benefit Fund, via electronic payment or check, at the Class Member's election, within **fifteen (15) business days** of the Cash Benefit Fund being funded.

4. Credit Voucher Election and Delivery: Each Settlement Class Member who does not opt out or submit a valid and timely Claim Form electing to receive a Cash Benefit shall automatically receive a Credit Voucher, without any requirement for Settlement Class Members

to fill out a claim form or take any other affirmative action. Defendant will deliver Credit Vouchers directly to those Settlement Class Members' SpotHero wallets within **fifteen (15) business days** after the Effective Date.

5. Use of Credit Vouchers: Credit Vouchers can be applied toward the total price of any purchase through SpotHero, including any taxes or fees that might apply to the purchase. Credit Vouchers can be stacked or combined with other discounts, offers, or credits provided by SpotHero for which the Class Member is otherwise eligible. If Credit Vouchers used in connection with an order exceed the total amount of the order (including any taxes that may apply), then any unused credit will remain useable and can be applied toward future orders. Credit Vouchers can be used at any time, with no blackout dates. Credit Vouchers will expire within thirty-six (36) months if not used and use is subject to SpotHero's Prepaid Credit Terms and Conditions, available at <https://spothero.com/legal/prepaid-credit-terms>.

6. Compliance: Defendant changed its parking reservation fees disclosures for California consumers in March 2025 and agrees to disclose all service fee disclosures for such consumers in compliance with all California statutes prohibiting "drip pricing."

D. Releases.

1. Release of Defendant. Upon payment and distribution of all benefits owed under this Agreement (including all Cash Benefits, Credit Vouchers, Administration Costs, and any Fee Award or Incentive Award awarded by the Court), except as to such rights or claims as may be created by this Agreement, and in consideration for the Settlement Benefits described in this Agreement, Plaintiff and the Settlement Class shall fully release and discharge Defendant and all of its present and former parent companies, direct and indirect subsidiaries, shareholders, officers, directors, employees, members, partners, agents, principals, servants, registered representatives, affiliates, predecessors, successors, personal representatives, heirs and assigns, contractors, retailers, suppliers, distributors, endorsers, consultants, investors, owners, insurers, estates, attorneys, , but only in their capacity as such (together, the "Discharged Parties") from all claims, demands, actions, and causes of action of any kind or nature whatsoever, whether at law

or equity, arising under federal, state, or local law, whether known or unknown, suspected or unsuspected, that Plaintiff and Settlement Class Members ever had, now have, or may have against the Discharged Parties in any other court, tribunal, arbitration panel, commission, or agency, or before any governmental and/or administrative body, or any other adjudicatory body, on the basis of or arising from Defendant's disclosure of a service fee during the Class Period, which were alleged in the operative complaint, or which arise from the same facts and claims alleged in the operative complaint in the Action. This is notwithstanding that Plaintiff and the Settlement Class acknowledge that they may hereafter discover facts in addition to or different from those that they now know or believe to be true concerning the subject matter of the Action and/or the Released Claims herein. The Released Claims shall include, but are not necessarily limited to, all claims that have or could have been asserted by any or on behalf of any Settlement Class Member in this Action that are based on or arise out of the same factual predicate as the Action.

2. Class Representative's Release of Unknown Claims. Plaintiff expressly understands and acknowledges that certain principles of law, including but not limited to Section 1542 of the Civil Code of the State of California, provide that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff hereby agrees that the provisions of all such principles of law or similar federal or state laws, rights, rules or legal principles, are hereby knowingly and voluntarily waived, relinquished and released by Plaintiff.

E. Attorneys' Fees, Costs, and Incentive Award.

1. As part of this Settlement, Defendant has agreed to pay Class Counsel reasonable attorneys' fees and costs, if approved by the Court, of up to \$400,000, without reducing the amount of money available to pay Cash Benefits or Credit Vouchers to Settlement Class

Members, or reducing the amount of money available to pay for the work performed by the Settlement Administrator. After the Court preliminarily approves the Settlement, Class Counsel may move the Court for a reasonable Fee Award of up to \$400,000. Defendant agrees not to oppose or object to a Fee Award up to this amount. Should the Court award less than the full \$400,000 available to pay for Class Counsel's Fee Award, any difference between the \$400,000 made available and the amount actually awarded by the Court shall be divided and distributed in equal amounts to Settlement Class Members.

2. As part of this Settlement, Defendant has agreed to pay an Incentive Award to the Class Representative of up to \$5,000, if approved by the Court. After the Court preliminarily approves the Settlement, Plaintiff may apply to the Court for an Incentive Award in an amount not to exceed \$5,000, for his participation as Class Representative. Defendant agrees not to oppose or object to a request for Incentive Award up to this amount. Should the Court award less than the full \$5,000 available to pay for an Incentive Award, any difference between the \$5,000 made available and the amount actually awarded by the Court shall be divided and distributed in equal amounts to Settlement Class Members who filed a timely and valid Claim Form and elected to receive payment as a Cash Benefit.

3. Defendant will pay the Fee Award to Class Counsel via wire transfer within fifteen (15) business days after entry of the Court's Final Approval Order, subject to Class Counsel providing a stipulated undertaking (Exhibit D) that is substantively identical to the stipulated undertaking approved by the court in *Beer v. GoBrands, Inc.*, Case No. 2:22-cv-7386 (C.D. Cal.) (Dkt. 31-5). Court approval of attorneys' fees, costs, and expenses, or their amount, will not be a condition of the Settlement. Defendant will pay any Incentive Award approved by the Court to Class Counsel's client trust account via wire transfer within fourteen (14) calendar days after the Effective Date.

4. Plaintiff and Class Counsel agree to provide Defendant all identification information necessary to effectuate the payment of Fee Award and Incentive Award, including,

but not limited to, Taxpayer Identification Number(s), and completed Internal Revenue Service Form(s) W-9 within fifteen (15) business days after entry of the Court's Final Approval Order.

5. Except for the Fee Award and Incentive Award to be paid to Class Counsel and Plaintiff as specifically provided in this Agreement, Defendant does not agree to pay and shall not be responsible or liable under this Agreement for the payment of any attorneys' fees or expenses of Class Counsel, Plaintiff, Settlement Class Members, any person or entity that may object to the Agreement, or any attorney who may represent any person or entity that may object to the Agreement, in connection with the Action or in connection with any claim that was or could have been alleged in the Action relating to the disclosure of service fees.

#### **IV. SETTLEMENT ADMINISTRATION AND NOTICE**

A. All notice and claims administration activities shall be carried out exclusively by the Settlement Administrator.

B. Administration Costs. Defendant shall pay sums to cover any reasonable Administration Costs to the Settlement Administrator as they become due.

C. Notice.

1. Settlement Class Member List. Defendant will provide the Settlement Administrator a customer list of Settlement Class Members, and include the name of the Settlement Class Member, the amount of service fees paid by the Settlement Class Member to Defendant during the Class Period, and the most current email address and billing address associated with a purchase by the Settlement Class Member from Defendant for the purpose of administering the settlement reached pursuant to this Agreement. Defendant shall also provide the Settlement Administrator with the total amount of service fees paid by all Settlement Class Members during the Class Period for purposes of allocating Settlement Benefits.

2. The Settlement Administrator shall provide Class Notice in the forms approved by the Court, as detailed below.

3. Email Notice. The Settlement Administrator shall provide for Email Notice by sending an email substantially in the same form as **Exhibit A** to the email addresses for

Settlement Class Members identified by Defendant. This contact information for the Settlement Class Members will be shared with the Settlement Administrator but not Class Counsel. Email Notice shall be sent to Settlement Class Members no later than the Notice Date. In the event the transmission of Email Notice results in any “bounce-backs” as undeliverable, the Settlement Administrator shall take reasonable steps to correct any issues that may have caused the “bounce-back” to occur, including skip tracing to find an updated email address, and make a second attempt to send the Email Notice.

4. Website Notice. The Settlement Administrator will establish and maintain the Settlement Website. The Settlement Website will be dedicated to the Settlement. On the Settlement Website will be posted the Long Form Notice, the Claim Form, a copy of this Agreement, the Preliminary Approval Order, and any other materials the Parties agree to include. The Settlement Website shall also provide for the straightforward and user-friendly online submission of Claim Forms, and instructions as to how to access further case information, including through the Court. The Settlement Website will also explain Settlement Class Members’ right to opt out of or object to the Settlement, and provide the dates to opt out of or object to the settlement. The Settlement Website shall also state the date of the Final Approval Hearing, that the date may change without further notice, and that Settlement Class Members should be advised to check the Settlement Website to confirm that the date has not been changed. These documents and information shall be available on the Settlement Website no later than the Notice Date and remain until 30 days after distribution of all Settlement Benefits. The Settlement Website shall not include any advertising and shall not bear or include Defendant’s logo or trademarks.

5. Toll-Free Number. The Settlement Administrator shall establish and host an automated case-specific toll-free number to allow Settlement Class Members to learn more and to request further information about the Action.

D. Claim Process. Settlement Class Members may elect to receive a Cash Benefit by submitting a valid Claim Form to the Settlement Administrator via a web form on the Settlement Website during the Claim Period. Settlement Class Members may, at their option, alternatively

submit a paper Claim Form which will be accepted upon receipt as valid by the Settlement Administrator if the claim is otherwise valid and postmarked prior to or on the Claim Deadline. Settlement Class Members who do not submit a Claim Form electing to receive payment in the form of a Cash Benefit shall automatically receive a Credit Voucher without the need to file a Claim Form or take any other affirmative step.

The Settlement Administrator will use adequate and customary procedures and standards to prevent the payment of fraudulent claims. This may include measures such as using a class member identifier to access and file claims and/or validating claims against Defendant's records. The Settlement Administrator shall have the right to audit Claims, and the Settlement Administrator may request additional information from Settlement Class Members submitting Claims. If any Settlement Class Member submits a Claim Form and elects to receive a Cash Benefit but fails to follow the instructions included on the Claim Form, the Cash Benefit election shall be denied, and such Settlement Class Member shall instead receive payment in the form of a Credit Voucher. The Settlement Administrator shall maintain records of all Claim Forms until **ninety (90) days** after all valid Claims have been finally resolved and the Settlement Administrator has issued payment to those Settlement Class Members who submitted valid Claims and elected to receive a Cash Benefit, and such records will be made available upon request to Class Counsel and Defendant's counsel at the end of the ninety (90) day period. The Settlement Administrator also shall provide such reports, declarations, and such other information to the Court as the Court may require or as Class Counsel or Defendant requests.

E. Final Tally. The Settlement Administrator shall provide weekly reports to counsel for Defendant and Class Counsel stating the number of Claims received, the number of Claims electing the Cash Benefit option, the number of any Claims electing the Cash Benefit option that have been denied, and the number of opt outs and objections received. Within **five (5) business** days after the close of the Claim Period, the Settlement Administrator shall provide the Parties with the total number of valid and timely Claims received and approved electing the Cash Benefit option, to establish the amount of the Cash Benefit fund. The Settlement Administrator shall also

provide Defendant with a list of Settlement Class Members who submitted a valid and timely Claim electing the Cash Benefit option.

F. Class Counsel and Defendant will cooperate with the Settlement Administrator in an effort to reasonably manage and reduce Administration Costs.

**V. PROCEDURES FOR OBJECTING TO OR REQUESTING EXCLUSION FROM SETTLEMENT**

A. Objections. Only Settlement Class Members may object to the Settlement. A Settlement Class Member who wishes to object to the Settlement must do so in writing by the Objection/Exclusion Deadline. All written objections and supporting papers must (a) contain and clearly identify the case name and number; and (b) be mailed to the Settlement Administrator. The Settlement Administrator will provide any written objections received to Class Counsel within **five (5) business days** of the Objection/Exclusion Deadline, and Class Counsel will file them with the Court. Written objections must also contain: (1) the full name, address and telephone number of the Settlement Class Member; (2) a written statement of all grounds for the objection accompanied by legal support for the objection (if any); (3) any papers, briefs or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether the Settlement Class Member intends to appear at the Final Approval Hearing; (6) proof of membership in the Class, or a signed statement attesting, under penalty of perjury, that she or he made at least one parking reservation through spothero.com using Map View while in California during the Class Period; (7) a list of all objections filed by the objector and his or her counsel to class action settlements in the last three years; and (8) the signature of the objector and her or his counsel, if any. No Settlement Class Member shall be heard at the Final Approval Hearing (whether individually or through separate counsel) unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been timely submitted to the Court. The date of the postmark on the mailing envelope or a legal proof of service accompanied by a file-stamped copy of the submission shall be the exclusive means used to determine whether an objection and/or

notice of intention to appear has been timely filed and served. If the postmark is illegible, the objection and/or notice to appear shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) business days** of the Objection/Exclusion Deadline. Settlement Class Members who fail to timely submit a written objection in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. Class Counsel shall, at least **fourteen (14) calendar days** (or such other number of days as the Court shall specify) before the Final Approval Hearing, file any responses to any written objections submitted to the Court by Settlement Class Members in accordance with this Agreement.

B. Procedure for Requesting Exclusion. Settlement Class Members who wish to opt out of this Settlement must submit a written statement to the Settlement Administrator by the Objection/Exclusion Deadline. To be valid, each request for exclusion must: (a) state the Settlement Class Member's name, address, and phone number; and (b) be signed by the Settlement Class Member. To opt out of the Settlement Class, the request for exclusion must include the statement "I request to be excluded from the Class Settlement in *Edward Galvez v. SpotHero, Inc.*" No "class" or "mass" exclusions shall be permitted. Requests to opt-out that do not include all required information and/or that are not submitted on a timely basis, will be null, void, and ineffective. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Settlement Class Member's opt-out/exclusion request has been timely submitted. If the postmark is illegible, the opt-out/exclusion request shall be deemed untimely unless it is received by the Settlement Administrator within **two (2) calendar days** of the Objection/Exclusion Deadline. Any Settlement Class Member who properly opts out of the Settlement Class using this procedure will not be entitled to any Settlement Benefits, will not be bound by the Settlement, and will not have any right to object, appeal or comment thereon. Settlement Class Members who fail to submit a valid and timely request for exclusion on or before the Objection/Exclusion Deadline shall be bound by all terms of the Settlement and any final

judgment entered in this litigation if the Settlement is approved by the Court, regardless of whether they ineffectively or untimely requested exclusion from the Settlement.

C. No Solicitation of Settlement Objections or Exclusions. The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage any Settlement Class Members to object to the Settlement or request exclusion from participating as a Settlement Class Member or encourage any Settlement Class Member to appeal from the final judgment.

## **VI. PRELIMINARY APPROVAL OF SETTLEMENT**

Following full execution of this Agreement, Plaintiff will move the Court for entry of a Preliminary Approval Order that specifically includes provisions that: (a) preliminarily approve the Settlement as fair, adequate and reasonable to the Settlement Class, and within the reasonable range of possible final approval; (b) conditionally certify the Settlement Class for Settlement purposes only and appoint Class Counsel as counsel for the Settlement Class for Settlement purposes only; (c) approve the forms of Class Notice and find that the notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (d) direct that notice be provided to the Settlement Class, in accordance with this Agreement, by the Notice Date; (e) establish a procedure for persons in the Settlement Class to object to the Settlement or exclude themselves from the Settlement Class by the Objection/Exclusion Deadline, after which no one shall be allowed to object to the Settlement or exclude himself or herself from the Settlement Class or seek to intervene; (f) approve the Claim Form and the Claims Process described herein, and set a deadline for timely submission of claims; (g) pending final determination of whether the Settlement should be approved, bar all persons in the Settlement Class from commencing or prosecuting against any of the Discharged Parties any action, arbitration, or proceeding in any court, arbitration forum or tribunal asserting any of the Released Claims; (h) pending final determination of whether the Settlement should be approved, stay all proceedings in the Action except those related to effectuation of the Settlement; (i)

schedule the Final Approval Hearing; and (j) provide that, in the event the proposed Settlement set forth in this Agreement is not approved by the Court, or in the event that this Agreement becomes null and void pursuant to its terms, this Agreement and all orders entered in connection therewith, including but not limited to any order conditionally certifying the Settlement Class, shall become null and void and shall be of no further force and effect and shall not be used or referred to for any purposes whatsoever in the Action or in any other case or controversy; and that in such an event, this Agreement and all negotiations and proceedings related thereto shall be deemed to be without prejudice to the rights of any and all Parties hereto, who shall be restored to their respective positions as of the date of this Agreement. In the event the Court does not enter a Preliminary Approval Order like that described herein, or decides to do so only with substantial modifications, then the Parties have the right, but not the obligation, to terminate this Agreement.

#### **VII. FINAL APPROVAL OF SETTLEMENT**

Not later than **seventy-five (75) calendar days** after the Notice Date, or on a date ordered by the Court, Plaintiff shall file a Motion for Final Approval of the Settlement. Plaintiff shall request that the Court enter a Final Approval Order that specifically includes provisions that: (a) finally approve the Settlement as fair, reasonable and adequate to the Settlement Class Members; (b) find that the Class Notice as given was the best notice practicable under the circumstances, is due and sufficient notice to the Settlement Class and fully satisfies the requirements of due process and the applicable rules governing class action settlements; (c) approve the plan of distribution of the Settlement Benefits; (d) finally certify the Settlement Class; (e) confirm that upon distribution of the Settlement Benefits that Plaintiff and the Settlement Class Members have released all Released Claims and are permanently barred and enjoined from asserting, commencing, prosecuting or continuing any of the Released Claims against the Discharged Parties; and (f) dismiss the Action with prejudice, without costs to any Party, except as provided in this Agreement, and subject to the Court's retaining continuing jurisdiction over the Parties for the purpose of enforcement of the terms of this Agreement.

**VIII. UNCASHED SETTLEMENT BENEFITS**

To the extent Cash Benefits are provided by check instead of electronically, the expiration date for settlement checks will be 180 calendar days from the date the settlement checks are issued, unless otherwise extended by agreement of the Parties. Uncashed settlement checks may be reissued where appropriate, including where the Settlement Class Member states that he or she never received the check, in which case the Settlement Administrator will stop payment on the uncashed check and re-issue the check. Any funds remaining because of uncashed checks will be sent by the Settlement Administrator to the National Consumer Law Center and will not revert to Defendant. Neither Class Counsel nor Defendant's Counsel has any relationship with the National Consumer Law Center.

**IX. PARTIES' AUTHORITY**

The signatories each represent that they are fully authorized to enter into this Agreement and bind the Parties to its terms and conditions.

**X. MUTUAL FULL COOPERATION**

The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and the taking of such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement. As soon as practicable after execution of this Agreement, Class Counsel, with the assistance and cooperation of Defendant and its counsel, shall take all necessary steps to secure the Court's final approval of this Agreement. No Party or its counsel will attempt to discourage Settlement Class Members from filing claims.

**XI. NO ADMISSION**

This Agreement is not to be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Defendant denies all liability for claims asserted in the Action. Each of the Parties has entered into this Agreement with the intention to

avoid further disputes and litigation with the attendant inconvenience and expenses. This Agreement is a settlement document and shall, pursuant to Fed. R. Evid. 408 and related or corresponding state evidence laws, be inadmissible in evidence in any proceeding, action, arbitration, or hearing, including without limitation any litigation or regulatory proceeding or action, to establish liability. The preceding sentence shall not apply to an action or proceeding to approve or enforce this Agreement.

**XII. NOTICES**

Unless otherwise specifically provided, all notices, demands or other communications in connection with this Agreement shall be in writing and shall be deemed served on the date of emailing or mailing by United States registered or certified mail, return receipt requested, addressed as follows:

<u>For The Class</u>	<u>For Defendant</u>
Simon Franzini Martin Brenner DOVEL & LUNER, LLP 201 Santa Monica Blvd., Suite 600 Santa Monica, California 90401 simon@dovel.com martin@dovel.com  Albert Pak Noah Heinz PAK HEINZ PLLC 20 F St. NW, 7th Floor Washington, DC 20001 albert.pak@pakheinz.com noah.heinz@pakheinz.com	Tyler Newby FENWICK & WEST LLP One Front Street, 33rd Floor San Francisco, CA 94111 tnewby@fenwick.com

**XIII. CONSTRUCTION**

The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm’s-length negotiations and drafting by and between the Parties, and that this Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his or its counsel participated in the drafting of this Agreement.

**XIV. MATERIAL TERMS; CAPTIONS**

Each term of this Agreement is a material term of the Agreement not merely a recital, and reflects not only the intent and objectives of the Parties but also the consideration to be exchanged by the Parties hereunder.

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

**XV. INTEGRATION CLAUSE**

This Agreement contains the entire agreement between the Parties relating to the Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are extinguished.

**XVI. NON-EVIDENTIARY USE**

Neither this Agreement nor any of its terms shall be offered or received into evidence in the Action, or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or received in any proceeding to enforce, construe, or finalize this Agreement.

**XVII. NO COLLATERAL ATTACK**

This Agreement shall not be subject to collateral attack by any Settlement Class Member or any recipient of the notices to the Settlement Class after the judgment and dismissal is entered. Such prohibited collateral attacks shall include claims that a Settlement Class Member's Settlement Benefit was improperly calculated or adjusted.

**XVIII. AMENDMENTS**

The terms and provisions of this Agreement may be amended only by a written agreement, which is both (1) signed by the Parties who have executed this Agreement and (2) approved by the Court.

**XIX. ASSIGNMENTS**

None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party or Settlement Class Member without the express written consent of each other Party hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties and Settlement Class Members under this Agreement, and shall not be construed to confer any right or to avail any remedy to any other person.

**XX. GOVERNING LAW**

This Agreement shall be governed by, construed, and interpreted and the rights of the Parties determined in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

**XXI. BINDING ASSIGNS**

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

**XXII. TAX CONSEQUENCES**

No opinion concerning the tax consequences of this Settlement to any Settlement Class Member is given or will be given by Defendant, Defendant's counsel, or Class Counsel, nor is any Party or his/her/its counsel providing any representation or guarantee respecting the tax consequences of the Settlement as to any Settlement Class Member. The Long Form Notice provided on the Settlement Website will direct Settlement Class Members to consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

**XXIII. CLASS COUNSEL SIGNATORIES**

It is agreed that because the Settlement Class appears to be so numerous, it is impossible or impractical to have each member of the class execute this Agreement. The notice plan set forth herein will advise Settlement Class Members of all material terms of this Agreement, including

the binding nature of the releases and thus shall have the same force and effect as if this Agreement were executed by each Settlement Class Member.

**XXIV. SETTLEMENT TIMELINE**

For the Court’s, the Parties’, and Settlement Class Members’ convenience, the pertinent deadlines contained in this Agreement are listed below.

<b>EVENT</b>	<b>PROPOSED DEADLINE</b>
Notice Date	30 Days After Preliminary Approval Order
Objection/Exclusion Deadline	30 Days After Notice Date
Claim Deadline	60 Days After Notice Date
Motion for Final Approval	75 Days After Notice Date
Class Counsel to File Responses to Any Written Objections	14 Days Before Final Approval Hearing
Final Approval Hearing	As Set By the Court
Effective Date	Final Approval (assuming no objections)
Credit Vouchers Distributed to Settlement Class Members	15 Business Days After Effective Date
Funding of Cash Benefit Fund	Within 15 Business Days of Effective Date
Cash Benefit Distributed to Settlement Class Members Who Submit Valid Claim Forms	Within 15 Business Days of Funding Cash Benefit Fund
Payment of Incentive Award	14 Days After Effective Date
Payment of Attorneys’ Fee Award	15 Business Days After Final Approval

**XXV. COUNTERPARTS**

This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties and the Settlement Class. This Agreement may be delivered originally or by email or other electronic means, and the delivered image or electronic signature shall be treated as an original.

**XXVI. CONTINUING JURISDICTION**

The Superior Court of the State of California for the County of San Diego shall retain exclusive and continuing jurisdiction to interpret and enforce the terms, conditions, and obligations of this Agreement and its own orders and judgments. In the event of a breach by Defendant, a

Settlement Class Member or Class Counsel under this Agreement, the Court may exercise all equitable powers over Defendant, such Settlement Class Member, or Class Counsel to enforce this Agreement and the Final Order and Judgment irrespective of the availability or adequacy of any remedy at law. Such powers include, among others, the power of specific performance and injunctive relief.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement as of the dates indicated below:

*[Signatures on following pages.]*

**CLASS REPRESENTATIVE AND CLASS COUNSEL:**

Dated: 2/14/2026

DocuSigned by:  
*Edward Galvez*  
By: 19408DEAEE2743C...  
Edward Galvez, individually and on  
behalf of the Settlement Class

Dated: 2/16/2026

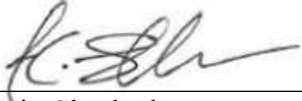
DOVEL & LUNER, LLP

DocuSigned by:  
*Simon Franzini*  
By: 5ABC15D58A40496...  
Simon Franzini  
Attorney for Plaintiff

**DEFENDANT AND COUNSEL FOR DEFENDANT:**


Dated: 2/24/2026

SpotHero, Inc.

By:   
\_\_\_\_\_  
Kevin Sherlock  
General Counsel & Corporate Secretary

Dated: 2/24/2026

FENWICK & WEST LLP

By:   
\_\_\_\_\_  
Tyler G. Newby  
Attorney for Defendant

# **EXHIBIT A**

TO: «Settlement Class Member Email Address»  
FROM: SpotHero Settlement Administrator  
RE: LEGAL NOTICE OF CLASS ACTION SETTLEMENT – *Galvez v. SpotHero, Inc.*

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«FIRST NAME» «LAST NAME»  
Notice ID: «Notice ID»  
Confirmation Code: «Confirmation Code»

### **Notice of Proposed Class Action Settlement**

**TO ALL PERSONS WHO MADE A PARKING RESERVATION THROUGH SPOTHERO USING THE “MAP VIEW” OPTION TO SEARCH FOR THE PARKING RESERVATION WHILE IN CALIFORNIA.**

**Read This Notice Carefully. You Could Receive Compensation From This Class Action Settlement. This Court-Authorized Notice describes your rights and gives information about the proposed settlement. This notice is only a summary. Details of the settlement are available at [Settlement Website] or by writing to or calling the Class Action Settlement Administrator at the address or toll-free number below.**

#### **What Is This Case About?**

In the lawsuit entitled *Galvez v. SpotHero, Inc.*, Case No. [Insert], filed in the Superior Court of the State of California for the County of San Diego, plaintiff Edward Galvez (“Plaintiff” or “Class Representative”), on behalf of himself and the proposed class, alleges that Defendant violated California law by not displaying the full price, including Defendant’s service fee, to reserve parking spots on its website and mobile application until near the end of the checkout process. Defendant denies that it has done anything wrong and believes its disclosures and practices were lawful. The lawsuit seeks money damages, as well as attorneys’ fees and costs along with other forms of relief. The Court has not ruled on the merits of the claims or Defendant’s defenses.

#### **Who Is A Settlement Class Member?**

The Settlement includes consumers who made at least one parking reservation through SpotHero’s website, www.spothero.com, or its mobile application between July 1, 2024, and March 13, 2025, while in California, and used the “Map View” option to search for the parking reservation.

You are receiving this notice because SpotHero’s records indicate that you may be a member of the Settlement Class. You are therefore possibly eligible to receive relief under this class action Settlement.

#### **What Are The Terms Of The Settlement?**

Under the Settlement, SpotHero has agreed to pay \$975,000 to pay Settlement Benefits to Settlement Class Members. All Settlement Class Members will automatically receive a credit deposited into their SpotHero wallet (“Credit Voucher”), unless the Class Member submits a valid Claim Form, in which case the Class Member will receive a cash payment (“Cash Benefit”). Credit Vouchers can be used towards any purchase from SpotHero, including towards any fees or taxes that might apply to a purchase for a period of thirty-six (36) months after they are distributed. Settlement Class Members who wish to receive a Cash Benefit must submit a Claim Form **no later than [Claim Deadline]**.

The amount of each Settlement Benefit will depend on the average of the service fees paid by the Settlement Class Member from July 1, 2024, through and including March 13, 2025.

In addition to these benefits, SpotHero has also agreed to pay notice and administration costs estimated to be \$ [redacted], reasonable attorneys' fees and expenses of up to \$400,000, and a Class Representative incentive award of up to \$5,000, as approved by the Court. Payment of these costs and fees will not reduce the value of the benefits that Settlement Class Members will receive.

The Court in charge of this case must still decide whether to approve the Settlement. Settlement Benefits will be issued if the Court approves the Settlement and after appeals (if any) are resolved.

More information about the benefits available under the Settlement is available at [Settlement Website].

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### How Do I Submit A Claim Form?

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To receive a Cash Benefit, you must submit a completed Claim Form to the Class Action Settlement Administrator by no later than [Claim Deadline]. The Claim Form is available at [Settlement Website] and can be submitted online or by mail if postmarked **no later than [Claim Deadline]**. To receive a Credit Voucher, you do not have to do anything. If you do not submit a completed Claim Form to the Class Action Settlement Administrator by [Claim Deadline], you will automatically receive the Credit Voucher.

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### What Are My Other Options?

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Do nothing. If you do nothing, you will automatically receive a Credit Voucher. You will also be legally bound to any judgment approving the Settlement. This means that you will give up any right to sue Defendant for any claims released by the Settlement, which include all claims that arise from the same facts alleged in *Galvez v. SpotHero, Inc.* concerning Defendant's service fees disclosures.

Opt out. If you do not want to be legally bound by the Settlement, you may opt out of the Settlement by sending a request for exclusion to the Class Action Settlement Administrator **no later than [Objection/Exclusion Deadline]**. If you exclude yourself from the Settlement, you will not receive a Credit Voucher or a Cash Benefit.

Object. If you stay in the Settlement (i.e., do not exclude yourself from the Settlement), you may object to the Settlement by writing to the Class Action Settlement Administrator explaining why you do not like the Settlement by **no later than [Objection/Exclusion Deadline]**. You will be bound by the Settlement if your objection is rejected and will still receive a Credit Voucher or Cash Benefit. Additional information about opting out of or objecting to the Settlement is available at [Settlement Website].

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### Who Represents Me?

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The Court has appointed Simon Franzini and Martin Brenner of Dovel & Luner, LLP, and Albert Pak and Noah Heinz of Pak Heinz PLLC to represent Plaintiff and other Settlement Class Members. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your expense.

## Final Approval Hearing

The Court will hold a hearing in this case to consider whether to approve the Settlement on [Fairness Hearing Date], at [Fairness Hearing Time] in Department [Insert] at the San Diego North County Courthouse, 325 South Melrose Drive, Vista, CA 92081. The date of the Final Approval Hearing may change without further notice to the class. Settlement Class Members should check the settlement website to confirm that the date has not been changed and whether the hearing may be held virtually.

**THIS NOTICE IS ONLY A SUMMARY. MORE INFORMATION ABOUT THE LAWSUIT AND THE PRECISE TERMS AND CONDITIONS OF THE SETTLEMENT IS AVAILABLE AT [Settlement Website], OR BY WRITING OR CALLING THE CLASS ACTION SETTLEMENT ADMINISTRATOR AT [Settlement Admin Address] OR [Phone Number] (TOLL-FREE), OR CLASS COUNSEL WHOSE CONTACT INFORMATION CAN BE FOUND AT <https://www.dovel.com> AND <https://www.pakheinz.com>.**

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.**

[Unsubscribe](#)

# **EXHIBIT B**

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

*Edward Galvez v. SpotHero, Inc.*, Case No. [Insert]

**If you made a parking reservation through SpotHero using the “Map View” option to search for parking reservations while in California, you may be entitled to compensation from a class action settlement.**

*A court authorized this Notice. This is not a solicitation from a lawyer.*

- The Settlement resolves a lawsuit alleging that SpotHero, Inc. (“Defendant”) violated California law by not displaying the full price, including Defendant’s service fee, to reserve parking spots on its website and mobile application until near the end of the checkout process—which Plaintiff alleges constitutes unlawful drip pricing.
- The two sides disagree on whether Plaintiff and the Settlement Class could have prevailed at trial. By entering into the Settlement, Defendant has not conceded the truth or validity of any of the claims against it and denies any liability or wrongdoing.
- The Settlement Class includes all individuals who purchased at least one parking reservation through SpotHero’s website, [www.spothero.com](http://www.spothero.com), or its mobile application between July 1, 2024, and March 13, 2025, while in California, and used the “Map View” option to search for the parking spot.
- Defendant has agreed to pay Settlement Benefits (in the form of cash and/or credits), and other expenses, as described below, to fully resolve and release certain claims of all members of the Settlement Class.
- Under the Settlement, Defendant has agreed to pay \$975,000 in Settlement Benefits to the Settlement Class. These Settlement Benefits will be distributed to Settlement Class Members in the form of cash and/or credit. The amount of each Settlement Class Member’s Settlement Benefit will depend on the proportion of the total service fees paid by each Settlement Class Member.
- In addition to these Settlement Benefits, Defendant has also agreed to pay notice and administration costs estimated to be \$[Insert], an incentive award of up to \$5,000 to the Class Representative, and reasonable attorneys’ fees and expenses of up to \$400,000, as approved by the Court. Payment of these costs and fees will not reduce the Settlement Benefits to Settlement Class Members described above.
- Your legal rights may be affected whether you act, or don’t act. Read this Notice carefully.

<b>Your Legal Rights and Options in This Settlement:</b>	
<b>DO NOTHING</b>	If you do nothing, you will automatically receive a Credit Voucher and will be legally bound by any judgment approving the Settlement. By doing nothing, you will give up certain rights to sue Defendant.
<b>SUBMIT A CLAIM FORM</b>  <b>DEADLINE: [CLAIM DEADLINE]</b>	If you are a Settlement Class Member and submit a valid Claim Form by [Claim Deadline], you will receive a Cash Benefit in the form of a check or electronic payment. By submitting a Claim Form, you will give up certain rights to sue Defendant.
<b>EXCLUDE YOURSELF FROM THE CASE</b>  <b>DEADLINE: [OBJECTION/EXCLUSION DEADLINE]</b>	This is the only option that allows you to sue Defendant on your own regarding the legal claims in this case, but you will not receive compensation under the Settlement. The deadline for excluding yourself is [Objection/Exclusion Deadline].
<b>OBJECT TO THE SETTLEMENT</b>  <b>DEADLINE: [OBJECTION/EXCLUSION DATE]</b>	You may write to the Court about why you do not like the Settlement. A Settlement Class Member who objects still remains in the Settlement Class and will receive a Settlement Benefit. The deadline for objecting is [Objection/Exclusion Deadline].

- These rights and options—and the deadlines to exercise them—are explained in this Notice.
- The Court in charge of this case must still decide whether to approve the Settlement. Settlement Benefits will be issued if the Court approves the Settlement and after appeals are resolved, if any.

## BASIC INFORMATION

### 1. Why was this notice issued?

This notice was issued because a court has conditionally certified this case as a class action lawsuit for settlement purposes only and your rights may be affected. If you are a member of Settlement Class, you may have legal rights and options in this case. This Notice explains all these issues. The Superior Court of the State of California for the County of San Diego is overseeing this class action. The case is known as *Edward Galvez v. SpotHero, Inc.*, Case No. [Insert] (the “Action”). The person who sued is called the Plaintiff. The company he sued is called the Defendant.

### 2. Why is this a class action?

In a class action, one or more people, called “Class Representative(s)” (in this case Edward Galvez, the named “Plaintiff”), sue on behalf of all people who have similar claims. Together, these people are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. Here, the Court has certified a class action for settlement purposes only (the “Settlement Class”). More information about why this is a class action can be found in the Court’s Preliminary Approval Order, which is available at [Settlement Website].

### 3. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff thinks he would have prevailed at trial. Defendant thinks the Plaintiff would not have won anything from a trial. But there was no trial. Instead, both sides agreed to this Settlement. That way, both sides avoid the risk and cost of a trial, and the Settlement Class Members will receive compensation. The Class Representative and his attorneys think the Settlement is best for all Class Members.

## THE CLAIMS IN THE LAWSUIT

### 4. What is the lawsuit about?

The lawsuit alleges that Defendant violated California law by not displaying the full price, including Defendant's service fee, until near the end of the checkout process. Defendant denies that it has done anything wrong and believes its disclosures and practices were lawful. The lawsuit seeks money damages, attorneys' fees, and costs, along with other forms of relief. More information can be found in the Class Action Complaint, available at [[Settlement Website](#)].

## MEMBERS OF THE SETTLEMENT CLASS

### 5. How do I know if I am a part of the Settlement Class?

The Court has certified the following Settlement Class:

All individuals who purchased at least one parking reservation through SpotHero's website, [www.spothero.com](http://www.spothero.com), or its mobile application between July 1, 2024, and March 13, 2025, while in California, and used the "Map View" option to search for the parking spot.

Excluded from the Settlement Class are all persons who validly opt out of the Settlement in a timely manner; governmental entities; the Parties' lawyers (and their respective law firms); Defendant and any of its parents, affiliates, subsidiaries, independent service providers and all of their respective officers and directors; the presiding judge in the Action or judicial officer presiding over the matter, and all of their immediate families and judicial staff; and any natural person or entity that entered into a release with Defendant prior to the Court's final approval of this Settlement arising from the same allegations underlying the claims in the operative complaint in the Action.

## THE SETTLEMENT BENEFITS

### 6. What does the Settlement provide?

Under the Settlement, Defendant has agreed to pay \$975,000 in Settlement Benefits to Settlement Class Members. These Settlement Benefits will be distributed to Settlement Class Members in the form of cash and/or credit. All Settlement Class Members will automatically receive a credit deposited into their SpotHero wallet ("Credit Voucher"), unless the Class Member submits a valid Claim Form, in which case the Class Member will receive a cash payment ("Cash Benefit"). The amount of a Settlement Class Member's Settlement Benefit will be the same regardless of whether they receive a Cash Benefit or a Credit Voucher.

Credit Vouchers can be used towards any purchase from SpotHero, including towards any fees or taxes that might apply to a purchase, for a period of thirty-six (36) months after they are distributed. Credit Vouchers can be stacked or combined with other discounts, offers, or credits provided by SpotHero for which the Class Member is otherwise eligible. If Credit Vouchers used in connection with an order exceed the total

amount of the order (including any taxes or fees that may apply), then any unused credit will remain useable and can be applied toward future orders.

The amount of each Settlement Class Member's Settlement Benefit will depend on the proportion of the total service fees paid by each Settlement Class Member.

In addition to these Settlement Benefits, Defendant has also agreed to pay notice and administration costs estimated to be \$ [redacted], reasonable attorneys' fees and expenses of up to \$400,000, and a Class Representative incentive award of up to \$5,000, as approved by the Court. Payment of these costs and fees will not reduce the value of the Settlement Benefits that Settlement Class Members will receive.

**7. How much will my payment be?**

The amount of a Settlement Benefit will depend on the average of the service fees paid by the Settlement Class Member from July 1, 2024, through and including March 13, 2025. It is anticipated that the average Settlement Benefit will be approximately \$ [Insert], but any Settlement Class Member's Settlement Benefit can be more or less than that amount depending on the average amount of the service fee they paid Defendant.

**8. What am I giving up to stay in the Settlement Class?**

Unless you exclude yourself from the Settlement, you will be part of the Settlement Class, and you will be bound by the release of claims in the Settlement. This means that, if the Settlement is approved, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant asserting a released claim. It also means that all the Court's orders will apply to you and legally bind you. If you submit a Claim Form or do nothing, you will agree to release Defendant from any and all claims under federal and state law that arise from the same facts alleged in the Action concerning Defendant's service fee disclosures.

**9. When would I receive compensation?**

The Court will hold a hearing on [Fairness Hearing Date], to decide whether to approve the Settlement. If the Court approves the Settlement, after that, there may be appeals. Resolving appeals can take time, perhaps more than a year. Settlement Benefits will be distributed after the Settlement is finally approved and all appeals (if any) have been resolved in favor of the Settlement. The progress of the Settlement will be updated through information posted at [Settlement Website]. Please be patient.

**THE LAWYERS REPRESENTING YOU**

**10. Do I have a lawyer in this case?**

Yes. The Court has appointed Simon Franzini and Martin Brenner of Dovel & Luner, LLP, and Albert Pak and Noah Heinz of Pak Heinz PLLC as Class Counsel to represent you and the Settlement Class in this case. These lawyers have experience handling similar cases. More information about the lawyers and their law firm is available at <https://www.dovel.com> and <https://www.pakheinz.com/>.

**11. Should I get my own lawyer?**

You do not need to hire your own lawyer because Class Counsel is representing you and all the other members of the Settlement Class. If you want someone other than Class Counsel to speak for you, you may hire your own lawyer at your own expense.

**12. How will the lawyers be paid?**

Class Counsel may file a request for attorneys' fees and reimbursement of the costs they sustained in litigating this case. Class Counsel will request no more than \$400,000 in attorneys' fees and costs. Class Counsel may also ask the Court to approve an incentive award of up to \$5,000 to the Class Representative, Edward Galvez, for his service as Class Representative. The Court may award less than the amounts requested. If the Court approves the requests, then Defendant will pay the attorneys' fees and incentive award approved by the Court.

Payment of attorneys' fees and costs, and a Class Representative incentive award will not reduce the value of the Settlement Benefits that Settlement Class Members will receive.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 13. How do I get out of the Settlement?

If you do not want a Settlement Benefit under this Settlement, and you want to keep the right to sue or continue to sue Defendant regarding the alleged service fee disclosures that are the subject of the Action, then you must take steps to get out of the Settlement Class. This is called excluding yourself from, or opting out of, the Settlement Class.

To exclude yourself from the Settlement, you must send a letter by mail to the Class Action Settlement Administrator that (a) states your name, address, and phone number; (b) is personally signed by you, and not your attorney or anyone acting on your behalf; and (c) includes the statement "I request to be excluded from the class settlement in *Edward Galvez v. SpotHero, Inc.*, Case No. [Insert]." No request for exclusion will be valid unless all of the information described above is included.

You must mail your exclusion request postmarked no later than [Objection/Exclusion Deadline], to the Class Action Settlement Administrator at the following address:

SpotHero Settlement Administrator  
[Address]

### 14. If I do not exclude myself, can I sue Defendant for the same thing later?

No. If you do not exclude yourself, you give up any right to sue (or continue to sue) Defendant for the claims that this Settlement resolves.

### 15. If I exclude myself, can I get compensation under this Settlement?

No. If you ask to be excluded, you will not get any compensation under the Settlement, and you cannot object to the Settlement.

## OBJECTING TO THE SETTLEMENT

### 16. How do I tell the Court that I do not agree with the Settlement?

You can ask the Court to deny approval of the Settlement by filing an objection. You can't ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no Settlement Benefits will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. A Settlement Class Member who objects still remains in the Settlement Class and, if the Court approves the Settlement, will receive a Settlement Benefit.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number (“*Edward Galvez v. SpotHero, Inc.*, Case No. [Insert]”), and (b) be mailed to the Settlement Administrator postmarked on or before [Objection/Exclusion Deadline].

SpotHero Settlement Administrator  
[Address]

Written objections must also contain: (1) your full name, address, and telephone number; (2) a written statement of all grounds for the objection accompanied by any legal support for the objection (if any); (3) copies of any papers, briefs, or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection (if any); (5) a statement of whether you intend to appear at the Final Approval Hearing; (6) proof of membership in the Class or a signed statement attesting under penalty of perjury that you are a Settlement Class Member, i.e., a signed statement attesting, under penalty of perjury, that you made at least one parking reservation through SpotHero between July 1, 2024, and March 13, 2025, while in California, and used the “Map View” option to search for the parking reservation; (7) a list of all objections filed by you or your counsel to class action settlements in the last three years (if any); and (8) your signature and your attorney’s signature (if any).

**17. What is the difference between objecting and excluding myself from the Settlement?**

Objecting means telling the Court that you do not like something about the Settlement. You can object only if you stay in the Settlement Class. Excluding yourself from the Settlement means that you do not want to be part of the Settlement Class. If you exclude yourself, then you have no basis to object to the Settlement.

A Settlement Class Member who objects still remains in the Settlement Class and is eligible to receive a Settlement Benefit.

**IF YOU DO NOTHING**

**18. What happens if I do nothing at all?**

If you do nothing, and the Court approves the Settlement, you will remain a member of the Settlement Class and you will give up your right to sue Defendant. You will automatically receive a Credit Voucher.

**THE COURT’S FINAL APPROVAL HEARING**

**19. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Final Approval Hearing at [Fairness Hearing Date and Time], in Department [Insert] at the San Diego North County Courthouse, 325 South Melrose Drive, Vista, CA 92081. At this hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. If there are valid objections that comply with the requirements herein, the Court also will consider them and will listen to people who have asked to speak at the hearing. The Court may also decide how much to award to Class Counsel and the Class Representative.

The date of the Final Approval Hearing may change without further notice to the Settlement Class. Settlement Class Members should check the Settlement Website to confirm that the date has not been changed and whether the hearing may proceed virtually.

**20. Do I have to come to the hearing?**

No. Class Counsel will appear on behalf of the Settlement Class. But, you are welcome to come, or have your own lawyer appear, at your own expense.

**21. May I speak at the hearing?**

You, or any lawyer you retain, may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include in your objection to the Settlement a statement saying that it is your intent to appear at the Final Approval Hearing. Your objection and notice of intent to appear must be submitted to the Settlement Administrator and postmarked no later than [Objection/Exclusion Deadline]. You cannot speak at the hearing if you excluded yourself from the Settlement.

## TAX CONSEQUENCES

**22. Do I have to pay taxes on money received under this settlement?**

The Defendant, Class Counsel, and the Class Action Settlement Administrator are unable to provide any advice or guidance regarding the tax consequences of the Settlement as to any Settlement Class Member. Settlement Class Members should consult their own tax advisors regarding the tax consequences of the Settlement and any tax reporting obligations with respect thereto. Each Settlement Class Member is responsible for his/her taxes or tax reporting and other obligations respecting the Settlement, if any.

## GETTING MORE INFORMATION

**23. Is this the entire Settlement?**

No. This notice is only a summary of the proposed Settlement. More information about the lawsuit and the precise terms and conditions of the Settlement are available at [Settlement Website], or by calling toll-free [Phone Number], or by writing to the Class Action Settlement Administrator at [Address], or by visiting the Court to review the case's docket at the San Diego North County Courthouse, 325 South Melrose Drive, Vista, CA 92081, between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding court holidays. You may also contact Class Counsel using the information listed below:

DOVEL & LUNER, LLP  
Simon Franzini  
simon@dovel.com  
Martin Brenner  
martin@dovel.com  
201 Santa Monica Blvd., Suite 600  
Santa Monica, California 90401  
(310) 656-7066

PAK HEINZ PLLC  
Albert Pak  
albert.pak@pakheinz.com  
Noah Heinz  
noah.heinz@pakheinz.com  
20 F St NW 7th Fl  
Washington, DC 20001  
(202) 505-6350

**Please do not telephone the Court or the Court Clerk's Office to inquire about this Settlement or the Claims Process.**

# **EXHIBIT C**

Your claim form  
must be submitted  
online or  
postmarked by:  
[Claim Deadline]

**Superior Court of the State of California  
for the County of San Diego**

*Edward Galvez v. SpotHero, Inc.,*  
Case No. [Insert]

[Insert]

**Claim Form**

**SPOTHERO SETTLEMENT**

**CLAIM FORM FOR SETTLEMENT PAYMENT**

**INSTRUCTIONS**

You may be entitled to a Cash Benefit if you purchased at least one parking reservation through SpotHero between July 1, 2024, and March 13, 2025, while in California, and used the “Map View” option to search for the parking spot.

If you wish to receive a Cash Benefit you must submit a valid Claim no later than [Claim Deadline]. Please only submit one Claim. If you do not submit a valid Claim by [Claim Deadline] then you will automatically receive a Credit Voucher.

Any Cash Benefit will be mailed to you by check or sent through digital payment. Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone number you include with your submission becomes invalid for any reason, it is your responsibility to provide accurate updated contact information to the Settlement Administrator to receive a payment.

The information provided on this Claim Form will be used solely by the Court-approved Settlement Administrator for the purposes of administering the Settlement and will not be provided to any third party or sold for marketing purposes.

**SUBMITTING YOUR CLAIM FORM**

Claim Forms may be submitted online at [website] by [Claim Deadline], or completed and mailed **postmarked no later than [Claim Deadline]** to:

SpotHero Settlement Administrator  
[ADDRESS]

If you have any questions, please contact the Settlement Administrator by email at [EMAIL ADDRESS], by calling its toll-free phone number for this Settlement, [PHONE NUMBER], or by mail at the address listed above.

Your claim form must be submitted online or postmarked by: **[Claim Deadline]**

Superior Court of the State of California for the County of San Diego

Edward Galvez v. SpotHero, Inc., Case No. **[Insert]**

**[Insert]**

Claim Form

I. YOUR CONTACT INFORMATION AND MAILING ADDRESS

[Text input box for First Name]

First Name

[Text input box for Last Name]

Last Name

[Text input box for Street Address]

Street Address

[Text input box for City]

City

[Text input box for State]

State

[Text input box for Zip Code]

Zip Code

[Text input box for Email Address]

Email Address

[Text input box for Phone Number]

Phone Number

[Text input box for Notice ID]

Notice ID (if you received a Notice)

Please ensure you provide a current, valid mailing address, email address, and mobile phone number with your Claim submission. If the mailing address, email address, or mobile phone you include with your submission becomes invalid for any reason, it is your responsibility to provide the Settlement Administrator with a current, valid mailing address, email address, and mobile phone for payment. The current address you provide here does not need to be the same address you used for your purchase(s) from SpotHero.

II. PAYMENT SELECTION

Please select one of the following payment options:

- Prepaid Mastercard - Enter an email address to receive the Prepaid Mastercard: \_\_\_\_\_
- PayPal - Enter your PayPal email address: \_\_\_\_\_
- Venmo - Enter the mobile number associated with your account: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_
- Zelle - Enter the email address or mobile number associated with your account: \_\_\_\_\_
- Physical Check - Payment will be mailed to the address provided above.

Your claim form  
must be submitted  
online or  
postmarked by:  
[Claim Deadline]

Superior Court of the State of California  
for the County of San Diego

*Edward Galvez v. SpotHero, Inc.*,  
Case No. [Insert]

[Insert]

**Claim Form**

**III. CERTIFICATION**

By signing this Claim submission, I certify, under penalty of perjury under the laws of the United States and the State of California, that the information included with this Claim submission is true, accurate, and complete to the best of my knowledge, information, and belief. If I am submitting this Claim submission on behalf of a Claimant, I certify that I am authorized to submit this Claim submission on the individual's behalf. I am, or the individual on whose behalf I am submitting this Claim submission is, a member of this Settlement Class, and have/has not submitted a request to be excluded from, or "opted out of," the Settlement. I agree to furnish additional information regarding this Claim if requested to do so by the Settlement Administrator. **By signing below, I agree and consent to be communicated with electronically via email and/or mobile phone text about the settlement (message & data rates may apply).**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_ / \_\_\_ / \_\_\_

# **EXHIBIT D**

***Galvez v. SpotHero, Inc.,***  
**To be filed in the Superior Court for the County of San Diego**

**WHEREAS**, Dovel & Luner, LLP and Pak Heinz PLLC (separately “Dovel” and “Pak Heinz” and together “Plaintiff’s Counsel”), along with Dovel partner Simon Franzini, Esq. (“Franzini”) and Pak Heinz partner Albert Pak (“Pak”), desire to give an undertaking for repayment of their award of attorney fees and costs (“Undertaking”), as is required by the Settlement Agreement entered into by the Parties to *Galvez v. SpotHero, Inc.*, to be filed in the Superior Court for the County of San Diego.

**NOW, THEREFORE**, Franzini and Pak, on behalf of themselves as individuals and as agents for their law firms, Dovel and Pak Heinz respectively, by making this Undertaking, hereby submit themselves and their law firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking. Capitalized terms used herein without definition have the meanings given to them in the Settlement Agreement. The obligations of Franzini and Dovel and of Pak and Pak Heinz created herein are joint and several.

Plaintiff’s Counsel understands and agrees that, in the event the Final Approval Order and/or Final Judgment, or any part thereof, are vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Plaintiff’s Counsel shall, within thirty (30) days of the Court of Appeal’s vacating, overturning, reversing, or voiding the Final Approval Order and/or Final Judgment (or any part thereof) or of the termination of the Settlement Agreement, repay to Defendant the full amount of the attorneys’ fees, costs, and expenses paid by Defendant to Plaintiff’s Counsel.

In the event the attorneys’ fees, costs, and expenses awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, Plaintiff’s Counsel shall, within thirty (30) days of the Court of Appeal’s vacating, modifying, reversing, or voiding the attorneys’ fees, costs, and expenses repay to Defendant the attorneys’ fees, costs, and expenses paid by Defendant to Plaintiff’s Counsel in the amount vacated or modified. Those sums shall be repaid pursuant to the terms herein. If on appeal the settlement is approved but the Fee Award is reduced, then the sums to be repaid will be returned to Defendant. If the settlement is disapproved along with the Fee Award, then the sums to be repaid will be returned to Defendant.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Approval Order and Final Judgment, including and up until any petition to the California Supreme Court.

In the event Plaintiff’s Counsel fails to repay to Defendant any attorneys’ fees, costs, and expenses that are owed to them pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to Plaintiff’s Counsel, summarily issue orders, including but not limited to judgments and attachment orders against Franzini and/or Pak, and may make appropriate findings for sanctions for contempt of court.

The undersigned stipulate, warrant and represent that they each have both actual and apparent authority to enter into this stipulation, agreement, and Undertaking on behalf of their respective law firms and themselves as individuals. This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile shall be as effective as original signatures. The undersigned declare under penalty of perjury under the laws of the United States of America that they have read and understand the foregoing and that it is true and correct.

DATED: \_\_\_\_\_

/s/ draft \_\_\_\_\_

Simon Franzini  
on behalf of himself and Dovel &  
Luner, LLP

DATED: \_\_\_\_\_

/s/ draft \_\_\_\_\_

Albert Pak  
on behalf of himself and Pak Heinz  
PLLC.