

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

Edward Galvez v. SpotHero, Inc., Case No. 26CU011741N

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, 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 \$55,000 and not to exceed \$60,000, 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.

Your Legal Rights and Options in This Settlement:

DO NOTHING	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.
SUBMIT A CLAIM FORM DEADLINE: AUGUST 25, 2026	If you are a Settlement Class Member and submit a valid Claim Form by August 25, 2026 , 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.
EXCLUDE YOURSELF FROM THE CASE DEADLINE: JULY 26, 2026	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 July 26, 2026 .
OBJECT TO THE SETTLEMENT DEADLINE: JULY 26, 2026	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 July 26, 2026 .

- 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. 26CU011741N (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 www.shpricingsettlement.com.

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 www.shpricingsettlement.com.

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, 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 \$55,000 and not to exceed \$60,000, 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 \$4.76, 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 **September 18, 2026, at 1:30 P.M. PT**, 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 www.shpricingsettlement.com. 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. 26CU011741N." 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 **July 26, 2026**, to the Class Action Settlement Administrator at the following address:

SpotHero Settlement Administrator
ATTN: Exclusion Request
P.O. Box 58220
Philadelphia, PA 19102

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. 26CU011741N”), and (b) be mailed to the Settlement Administrator postmarked on or before **July 26, 2026**.

SpotHero Settlement Administrator
ATTN: Objection
P.O. Box 58220
Philadelphia, PA 19102

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 **September 18, 2026, at 1:30 P.M. PT**, in Department N-29 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 **July 26, 2026**. 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 www.shpricingsettlement.com, or by calling toll-free 1-866-531-4307, or by writing to the Class Action Settlement Administrator at SpotHero Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103, 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

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(202) 505-6350

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