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**FILED**  
Clerk of the Superior Court

NOV 20 2020

By: C. Beutler, Deputy

**ELECTRONICALLY RECEIVED**  
Superior Court of California,  
County of San Diego  
Stamp  
11/05/2020 at 11:36:20 PM  
Clerk of the Superior Court  
By Gen Dieu, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO - CENTRAL DIVISION**

JEFFREY GARVIN, an individual, on  
behalf of himself and all others similarly  
situated,  
Plaintiff,

vs.

SAN DIEGO UNIFIED PORT DISTRICT;  
and DOES 1-100 inclusive,  
Defendants.

Case No.: 37-2020-00015054-CU-MC-CTL

CLASS ACTION

**REVISED [~~PROPOSED~~] ORDER AND  
JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT, AWARD OF  
ATTORNEYS' FEES AND COSTS, AND  
APPROVAL OF CLASS  
REPRESENTATIVE SERVICE AWARD**

Date: November 13, 2020  
Time: 1:30 p.m.  
Department: C-69  
Judge: Katherine A. Bacal

1 On June 24, 2020, Plaintiff and Defendant San Diego Unified Port District ("the Port")  
2 entered into a Settlement Agreement and Release ("Settlement Agreement"). On July 17, 2020, this  
3 Court granted Preliminary Approval of the Settlement Agreement and ordered that Notice be sent  
4 to the class.

5 On November 13, 2020, this Court heard Plaintiff's Motion for Final Approval of Class  
6 Action Settlement, Award of Attorneys' Fees and Costs, and Approval of Class Representative  
7 Service Award (the "Motion"). After reviewing (a) the Motion and the supporting papers,  
8 including the Settlement Agreement; (b) any objections filed with or presented to the Court; (c)  
9 the parties' responses to any objections; and (d) counsels' arguments, the Court finds good cause  
10 to grant the Motion.

11  
12 **FINDINGS:**

13 1. Upon review of the record, the Court hereby finds that the Settlement Agreement is,  
14 in all respects, fair, adequate, and reasonable.

15 2. The Court finds that Settlement Class Members have been adequately represented  
16 by the Class Representative and Class Counsel.

17 3. The Court also finds that extensive arm's-length negotiations have taken place, in  
18 good faith, between Class Counsel and the Port's Counsel resulting in the Settlement Agreement.

19 4. The Settlement Agreement provides substantial and adequate value to the class.

20 5. Notice was provided to Class Members in compliance with the Settlement  
21 Agreement, California Code of Civil Procedure §382 and California Rules of Court 3.766 and  
22 3.769, the California and United States Constitutions, and any other applicable law, and constitutes  
23 the best notice practicable under the circumstances, by providing notice to all individual Class  
24 Members who could be identified through reasonable effort, and by providing due and adequate  
25 notice of the proceedings and of the matters set forth therein to the other Class Members. The  
26 Notice fully satisfied the requirements of due process.

27 6. The Notice: (i) fully and accurately informed Class Members about the lawsuit and  
28 settlement; (ii) provided sufficient information so that Class Members were able to decide whether

1 to accept the benefits offered, opt-out and pursue their own remedies, or object to the proposed  
2 settlement; (iii) provided procedures for Class Members to exclude themselves from the Settlement  
3 Class (iv) provided procedures for Class Members to file written objections to the proposed  
4 settlement, to appear at the hearing, and to state objections to the proposed settlement; and (v)  
5 provided the time, date, and place of the Final Approval Hearing.

6 7. The Parties adequately performed their obligations under the Settlement Agreement.

7 8. ~~No~~ Class members have objected to the terms of the Settlement. *Only 1000* *10/5/20* *12/2/20* *nunc pro tunc* *as of 11/20/20*

8 9. For the reasons stated in the Preliminary Approval Order, and having found nothing  
9 in any submitted objections that would disturb these previous findings, this Court finds and  
10 determines that the proposed Settlement Class, as defined below, meets all of the legal requirements  
11 for class certification for settlement purposes under California Code of Civil Procedure §382 and  
12 California Rules of Court, Rule 3.769. *1,000,000* *(10)*

13 10. An award of ~~\$1,400,000~~ in attorneys' fees and \$6,741.44 in costs to Class Counsel  
14 is fair and reasonable in light of the nature of this case, Class Counsel's experience, its efforts in  
15 prosecuting this Action, and the benefits obtained for the Class.

16 11. A Service Award of \$5,000 for Plaintiff is fair and reasonable in light of his  
17 contributions to the litigation and settlement of this Action.

18  
19 **IT IS ORDERED THAT:**

20 1. This Court has jurisdiction over the subject matter of the Action and over all parties  
21 to the Action, including all members of the Settlement Class.

22 2. Plaintiff's Motion is hereby GRANTED.

23 3. The Settlement Agreement is finally approved. Accordingly, the Court directs the  
24 Parties and their counsel to implement and consummate this Settlement in accordance with the  
25 terms and conditions of the Settlement Agreement.

26 4. The Settlement Class is certified for purposed of settlement only and is defined as  
27 follows: "All individuals who rented vehicles from rental car companies, with the rentals  
28 originating at locations in San Diego, California on San Diego Port tidelands, from the period

1 of May 10, 2018 to July 24, 2020, and who were assessed a \$3.50 fee by the rental car companies  
2 that was then remitted to the San Diego Port." Excluded from the Settlement Class are any of  
3 Defendant's officers, directors, or employees; officers, directors, or employees of any entity in  
4 which Defendant currently has or had a controlling interest; and Defendant's legal representatives,  
5 heirs, successors, and assigns.

6 5. Upon entry of this Order, compensation to the Settlement Class Members shall  
7 be effected pursuant to the terms of the Settlement Agreement.

8 6. The Court hereby confirms Helen I. Zeldes and Ben Travis of Schonbrun Seplov  
9 Harris Hoffman and Zeldes, LLP as Class Counsel.

10 7. Class Counsel shall be awarded ~~\$1,400,000~~<sup>1,000,000</sup> as attorneys' fees and \$6741.44  
11 as litigation costs and expenses, with payment coming out of the Settlement Fund. The Court  
12 further finds that the hourly rates of Class Counsel are reasonable and in keeping with market  
13 rates for comparably complex litigation in Southern California.

14 8. Plaintiff Jeffrey Garvin is hereby awarded \$5,000 as a Service Award, with payment  
15 coming out of the Settlement Fund.

16 9. Administration Costs of up to \$1,205,000 shall be paid out of the Settlement Fund  
17 according to the terms of the Settlement Agreement to the Class Administrator, Epiq Class Action  
18 and Claims Solutions, Inc.

19 10. If any funds are still remaining 100 days after the distribution (the "cypres residue"),  
20 they shall be paid to the San Diego Association of Governments ("SANDAG") for use to improve  
21 ingress and egress at the Consolidated Rental Car Center at the San Diego International Airport.  
22 If, for any reason, the Parties determine that this recipient is no longer appropriate, the Parties  
23 shall agree on replacement recipients, subject to Court approval. If there is no agreement, Class  
24 Counsel shall move for Court approval of appropriate recipients.

25 11. No other litigation costs and/or attorneys' fees shall be awarded, either against  
26 Defendant or any related persons or entities or from the award to the Class.

27 12. The Port shall repeal Resolution 2018-065 and Ordinance 2030.  
28

1           13.     Each member of the Settlement Class, excluding those Members identified as timely  
2     opting-out, whose names are attached to this Order, is bound by the Settlement Agreement,  
3     including the releases and covenant not to sue, and this Final Order and Judgment.

4           14.     This Final Order and Judgment does not bind persons who filed timely and valid  
5     Requests for Exclusion.

6           15.     Upon entry of this Final Order and Judgment, and by operation of this Final Order  
7     and Judgment, the claims in this Action of each Settlement Class Member against any and all  
8     of the Released Parties as defined in the Settlement Agreement, are fully, finally, and forever  
9     released, relinquished, and discharged pursuant to the terms of the Settlement Agreement.

10          16.     Each Settlement Class Member is permanently enjoined from bringing, joining, or  
11     continuing to prosecute any Released Claims against Defendant or any Released Parties.

12          17.     This Final Order and Judgment, and all papers related thereto, are not, and shall  
13     not be construed to be, an admission by Defendant of any liability, claim, or wrongdoing  
14     whatsoever, and shall not be offered as evidence of any such liability, claim, or wrongdoing in  
15     this Action or in any other proceeding.

16          18.     Notice of entry of this Final Approval Order and Judgment shall be given to the  
17     Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement  
18     Website for a period of at least one-hundred and eighty (180) calendar days after the date of entry  
19     of this Final Approval Order and Judgment

20          19.     The Court hereby enters final judgment in this case in accordance with the terms  
21     of the Settlement, Preliminary Approval Order, this Order, and Rule 3.769(h) of the California  
22     Rules of Court.

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1           20. Without affecting the finality of this Final Order and Judgment, the Court reserves  
2 exclusive and continuing jurisdiction over the Action, Plaintiff, the Class, and Defendant for the  
3 purposes of supervising the implementation, enforcement, construction, and interpretation of the  
4 Settlement Agreement, the Preliminary Approval Order, the distribution of the Cash Awards and  
5 the cy pres residue, and the Final Order and Judgment.  
6

7           **IT IS SO ORDERED.**

8  
9           DATE: 11/20/20

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11           \_\_\_\_\_  
12           THE HONORABLE KATHERINE A. BACAL  
13           JUDGE OF THE SUPERIOR COURT OF  
14           CALIFORNIA, COUNTY OF SAN DIEGO  
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Epic Tracking	Name	Postmark
670302	SABRA H MATHOT	8/24/2020
711857	KAREN LESTER	8/25/2020
1302434	R ANTON LESTER	8/25/2020
568849	DAN MARKS	8/27/2020
628997	JAE KWON	9/1/2020
340348	KIRKPATRICK BUNDY	9/9/2020
705058	MICHAEL HAZARD	9/11/2020
1323942	TAO MA	9/14/2020
352229	DIANTH FAYE ARCANO	9/12/2020
958731	MDNICA DEWAN	9/15/2020
1068818	NICK ORTIZ	9/15/2020
58249	ZACHARY RYAN DOYLE	9/25/2020
167063	YING LI	9/18/2020
345352	PERNILLE G STENTEBJERG	9/1/2020
738098	DANIEL BEDNEY	9/21/2020
775371	SHOGO NAKASHITA	9/21/2020
308032	CALVIN CHANG	9/22/2020
449005	SHARON SWIGART	9/29/2020
440581	TOMOMI YOSHIOKA	10/5/2020
72674	MINDY MCGUIRE	10/7/2020
427327	NHIA TOU BEE PA VANG	10/7/2020
698465	JENNIFER FRAENZL	10/9/2020
837031	PIETER VAN DAM	10/9/2020
841819	SAMMIE DIXON	10/9/2020
1450203	KATARZYNA DABROWSKI	10/12/2020
917869	DIEGO FARRONI	10/13/2020
536106	MARCK ARREOLA	10/15/2020
467089	ROBERTCHARLES ZAHL	10/16/2020
1384298	TATIANA CESTARI	10/19/2020
473366	DANNY SOBOLEV	10/19/2020
888000	HARSHINI HARIKRISHNAN	10/19/2020
1090404	CAROL JOHNSON	10/19/2020
1000084	HUNTER NEILL	10/19/2020
1264510	RICARDO REVUELTAS	10/15/2020
927164	RALPH SIMPSON	10/21/2020
725402	LISA SIMPSON	10/21/2020
1302675	CHRISTOPHER DEEVER	10/22/2020
977722	ALAN MORITOMO	10/20/2020
233344	ANDRE FRARE	10/22/2020
39482	JAGAT MISHRA	10/22/2020
307485	NICOLA ANTONACCI	10/26/2020
1460080	IVY JOHNSON	10/26/2020
226393	PATRICIA TURPIN	10/26/2020
255446	PETER K CONNOR	10/26/2020
1398364	CHRISTINE MAUL-PFEIFER	10/27/2020
119505	ALEXANDRA HUBLEY	10/27/2020
1480006	MARK SUMMERS	10/27/2020
1167412	CONROY BROWN	10/27/2020
1412917	JULIO BRANDINI	10/27/2020
1254200	ALFRED JONES	10/26/2020
873818	YISRAEL KATZ	10/27/2020
376052	SOFIA LAZZERINI	10/15/2020