

If You Rented a Vehicle at the San Diego International Airport or Elsewhere on Port Tidelands between May 10, 2018 and July 24, 2020, You May Be Entitled to a Payment from a Class Action Settlement.

A California state court directed this notice. This is not a solicitation from a lawyer.

- An approximately \$6.6 million dollar Settlement has been reached in a class action lawsuit against the San Diego Unified Port District (the “Port”) claiming that the Port’s Resolution 2018-065 and Ordinance 2030, which required rental car companies to collect from their customers and remit to the Port a \$3.50 fee (the “Fee”) for each transaction on Port tidelands, was an illegal and unconstitutional tax. In another case between several rental car companies and the Port, the plaintiff rental car companies sued to invalidate Resolution 2018-065 and the associated \$3.50 Fee on the grounds they were unconstitutional and illegal. The Port denies the claims in this lawsuit and denies that individual consumers who rented vehicles have a claim against the Port. Both parties have agreed to settle the lawsuit.
- The Settlement includes anyone who rented vehicles from any rental car company, with the rentals originating at the San Diego International Airport, the adjacent Rental Car Center and other locations on Port tidelands, from May 10, 2018 to July 24, 2020 and who were charged a \$3.50 fee by the rental car companies that was then remitted to the Port. The Settlement offers Cash Payments to Settlement Class Members who file a Claim, as set forth below.
- Your legal rights are affected whether you act or do not act. Read this notice carefully.

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT | |
|--|--|
| SUBMIT A CLAIM FORM | You may submit a Claim Form online or via mail seeking cash payment (see question 10 below). |
| EXCLUDE YOURSELF | Request to be excluded and get no benefits from the Settlement. This is the only option that allows you to start or continue your own lawsuit against the Port for the claims at issue in the Settlement. (see question 12 below). |
| OBJECT | Write to the Court about why you do not like the Settlement (see question 18 below). |
| GO TO A HEARING | Ask to speak in Court about the fairness of the Settlement (see question 22 below). |
| DO NOTHING | You will not receive a cash payment. Give up any rights you might have to sue the Port about the claims resolved by the Settlement. |

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. If it does, and after any appeals are resolved, benefits will be distributed to those who submit qualifying claim forms. Please be patient.

**QUESTIONS? CALL 1-855-907-2110 OR VISIT www.RentalCarFeeSettlement.com
Si desea leer este aviso en español visite nuestro sitio web**

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION PAGE 3

1. Why did I get this notice?
2. What is the lawsuit about?
3. Which rental car companies collected the Fee?
4. At what rental car locations were the Fees collected?
5. Why is this a class action?
6. Why is there a Settlement?

WHO IS PART OF THE SETTLEMENT PAGE 4

7. Who is included in the Settlement?
8. What if I am not sure whether I am included in the Settlement?

THE SETTLEMENT BENEFITS PAGE 4

9. What does the Settlement provide?
10. How do I file a claim?
11. When will I receive my payment?

EXCLUDING YOURSELF FROM THE SETTLEMENT PAGE 5

12. How do I get out of the Settlement?
13. If I do not exclude myself, can I sue the Port for the same thing later?
14. What am I giving up to stay in the Settlement Class?
15. If I exclude myself, can I still get a payment?

THE LAWYERS REPRESENTING YOU PAGE 6

16. Do I have a lawyer in the case?
17. How will the lawyers be paid?

OBJECTING TO THE SETTLEMENT PAGE 7

18. How do I tell the Court if I do not like the Settlement?
19. What is the difference between objecting and asking to be excluded?

THE COURT'S FINAL APPROVAL HEARING PAGE 7

20. When and where will the Court decide whether to approve the Settlement?
21. Do I have to attend the hearing?
22. May I speak at the hearing?

IF YOU DO NOTHING PAGE 8

23. What happens if I do nothing at all?

GETTING MORE INFORMATION PAGE 8

24. How do I get more information?

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BASIC INFORMATION

1. Why did I get this notice?

A Court authorized this notice because you have a right to know about the proposed Settlement of this class action lawsuit, and about all of your options, before the Court decides whether to approve the Settlement. This notice explains the lawsuit, the Settlement and your legal rights.

San Diego Superior Court Judge Katherine A. Bacal is overseeing this case. The case is known as Garvin v. San Diego Unified Port District, Case No. 37-2020-00015054-CU-MC-CTL. The person who sued is called the “Plaintiff.” The Defendant is the San Diego Unified Port District.

The Plaintiff’s Complaint, the Settlement Agreement, and other case-related documents are posted on the website www.RentalCarFeeSettlement.com. The Settlement resolves the claims against the Port in the lawsuit.

2. What is the lawsuit about?

The lawsuit claims that the Port’s Resolution 2018-065, which resumed collection of a fee originally adopted by the Port’s Ordinance 2030 and which required rental car companies to collect from their customers and remit to the Port a \$3.50 Fee for each transaction on Port tidelands, was an illegal and unconstitutional tax. The lawsuit asks for a refund of the Fees from the Port to persons who rented vehicles at locations in San Diego, California on Port tidelands, from May 10, 2018 to July 24, 2020, and who were assessed a \$3.50 fee by the rental car companies that was then remitted to the Port. The lawsuit follows other lawsuits filed by several rental car companies against the Port regarding the Fees. In those other cases, the plaintiff rental car companies alleged the Fee was unconstitutional. These cases are called the “Enterprise Actions.” For a full explanation of the allegations in the lawsuit, see the Class Action Complaint available at www.RentalCarFeeSettlement.com.

The Port denies all of the claims in the lawsuit. The Port further contends that the claims asserted in the Class Action Complaint are not amenable to class certification. Nevertheless, given the risks, uncertainties, burden, and expense of continued litigation, the Port has agreed to settle all claims alleged in the Class Action Complaint on the terms set forth in the Settlement Agreement, subject to Court approval.

3. Which rental car companies collected the Fee?

The Fee was collected by virtually all rental car companies including, without limitation:

| | | |
|-----------------------|---------------------|--------------------------|
| Advantage Rent a Car | E-Z Rent a Car | Sixt |
| Alamo Rent A Car | Fox Rent a Car | Thrifty Car Rental |
| Avis Rent A Car | Green Motion | Zipcar |
| Budget Rent a Car | Hertz Car Rental | Pacific Rent a Car |
| Dollar Rent A Car | National Car Rental | Mex Rent A Car |
| Enterprise Rent-A-Car | Payless Car Rental | Express Rent a Cheap Car |

4. At what rental car locations were the Fees collected?

The Fee was collected on vehicle rentals originating at locations on Port tidelands, which included vehicle rentals at the San Diego International Airport and its adjacent Rental Car Center, as well as at other rental car locations on San Diego Port Tidelands.

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5. Why is this a class action?

In a class action, one or more people called “Class Representatives” (in this case, Plaintiff Jeffrey Garvin) sue on behalf of themselves and other people with similar claims. Together, all the people with similar claims (except those who exclude themselves) are members of a “Settlement Class.”

6. Why is there a Settlement?

The Court has not decided in favor of the Plaintiff or the Port. In the related lawsuit brought by two rental car companies, the Court issued a tentative decision declaring the fee illegal and unconstitutional. The Port continues to dispute that decision. Instead, Plaintiff and the Port have agreed to the Settlement. By agreeing to the Settlement, the Parties avoid the costs and uncertainty of a trial, and if the Settlement is approved by the Court, Settlement Class Members will receive the benefits described in this notice. The Port denies all legal claims in this case. Plaintiff and his lawyers think the proposed Settlement is best for everyone who is affected.

WHO IS PART OF THE SETTLEMENT

7. Who is included in the Settlement?

If you received a Notice by email or mail you are likely a Settlement Class Member.

The Settlement Class includes all persons who rented vehicles from rental car companies, with the rentals originating at locations in San Diego, California on Port tidelands, from the period of May 10, 2018 to July 24, 2020, and who were assessed a \$3.50 fee by the rental car companies that was then remitted to the Port.

8. What if I am not sure whether I am included in the Settlement?

If you are still not sure whether you are in the Settlement Class or have any other questions about the Settlement, visit the settlement website at www.RentalCarFeeSettlement.com or call the toll-free number, 1-855-907-2110.

THE SETTLEMENT BENEFITS

9. What does the Settlement provide?

The benefits provided by the Settlement are as follows:

The Port will pay a non-reversionary cash sum in the amount of all Fees remitted to the Port by any rental car company pursuant to Resolution 2018-065 and Ordinance 2030 and accrued interest (less the Attorneys’ Fees and Costs paid to settle the related Enterprise Actions), into the Settlement Fund. This amount is presently approximately \$6.6 million dollars. All Cash Awards and Settlement Costs will be paid from the Settlement Fund.

All Settlement Class Members who submit a valid Claim Form will be eligible to receive a Cash Award. The amount of each Cash Award will be determined by the number of rentals claimed by the Settlement Class Member multiplied by \$3.50. If the dollar value of all valid claims exceeds the Net Settlement Fund, the Cash Awards will be reduced pro rata.

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There is no cap on the number of rentals each Settlement Class Member may submit in their claim for reimbursement out of the Settlement Fund. However, any Settlement Class Member who claims to have paid the \$3.50 Fee more than six times (*i.e.*, claims more than \$21) must do so under penalty of perjury, and any Settlement Class Member who claims to have paid the \$3.50 Fee more than 20 times (*i.e.*, claims more than \$70) must provide evidence in support of their claim.

If any funds are unclaimed or remain unused after the distribution and payment of all Settlement Costs, they will be transferred to the San Diego Association of Governments (“SANDAG”) to use to improve ingress and egress at the Consolidated Rental Car Center at the San Diego International Airport. If, for any reason, the Parties or the Court determines that this recipient is no longer appropriate, the Parties will agree on replacement recipients, subject to Court approval. If there is no agreement, Class Counsel will move for Court approval of appropriate recipients.

10. How do I file a claim?

If you qualify for a Cash Award you must complete and submit a valid Claim Form. You can file your Claim Form online at www.RentalCarFeeSettlement.com. The deadline to file a claim online is **11:59 p.m. PST on October 20, 2020**.

You may also file your Claim Form via regular mail. Claim Forms submitted by mail must be **postmarked** on or before **October 20, 2020** to:

Garvin Settlement Administrator
PO Box 3607
Portland, OR 97208-3607

No matter which method you choose to file your Claim Form, please read the Claim Form carefully and provide information if it is required, including your claim number if you were sent notice of this Settlement by Email or Mail. Only one Claim Form per Settlement Class Member may be submitted.

11. When will I receive my payment?

Payments to valid Class Members will be made only after the Court grants “final approval” to the Settlement and after any appeals are resolved (*see* “The Court’s Final Approval Hearing” below). If there are appeals, resolving them can take time. Please be patient.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you do not want benefits from the Settlement, and you want to keep any rights you might have to sue the Port about the issues in this case, then you must take steps to get out of the Settlement. This is called excluding yourself or “opting out” of the Settlement Class.

12. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must send a letter or other written document by mail to:

Garvin Settlement Administrator
PO Box 3607
Portland, OR 97208-3607

Your request to be excluded from the Settlement must include your full name and address, contain a statement that indicates your desire to be excluded from the Settlement and must be personally signed by you.

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Your exclusion request must be **postmarked** no later than **October 20, 2020**. You cannot ask to be excluded on the phone, by email, or at the website.

13. If I do not exclude myself, can I sue the Port for the same thing later?

No. Unless you exclude yourself, you give up any right you might have to sue the Port for legal claims that the Settlement resolves. If you start your own lawsuit, you will have to hire your own lawyer, and you will have to prove your claims.

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

Unless you exclude yourself from the Settlement you cannot sue or be part of any other lawsuit against the Port or other Released Parties about the issues in this case, including any existing litigation, arbitration, or other legal proceeding. Unless you exclude yourself, all of the decisions and judgments by the Court related to the Settlement will bind you. If you file a Claim Form or do nothing at all, you will be releasing the Port and other Released Parties from all of the claims described and identified in Section XIII of the Settlement Agreement.

The Settlement Agreement is available at www.RentalCarFeeSettlement.com. The Settlement Agreement provides more detail regarding the releases and describes the released claims, so read it carefully. You can talk to the law firm representing the Class listed in Question 16 for free, or you can, at your own expense, talk to your own lawyer if you have any questions about the released claims or what they mean.

15. If I exclude myself, can I still get a payment?

No. You will not get a payment from the Settlement Fund if you exclude yourself from the Settlement because you would no longer be included in the Settlement Class.

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in the case?

The Court has appointed the law firm of Schonbrun Seplow Harris Hoffman & Zeldes, LLP to represent all members of the Settlement Class. Their contact information is as follows:

SCHONBRUN SEPLOW HARRIS HOFFMAN & ZELDES, LLP

Helen I. Zeldes

hzeldes@sshhlaw.com

Ben Travis

btravis@sshhlaw.com

501 W. Broadway, Suite 800

San Diego, CA 92101

Telephone: (619) 400-4990

You will not be charged for these lawyers. If you want to be represented by another lawyer, you may hire one to appear in Court for you at your own expense.

17. How will the lawyers be paid?

Class Counsel intend to request an award of attorneys' fees up to 20% of the total Settlement Fund, reflecting the substantial work they have done on behalf of the named Plaintiff and the Settlement

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Class Members, and will also seek a reasonable amount to reimburse them for the costs they have incurred. The Court will decide the amount of fees and expenses to award.

Class Counsel also will request that a Service Award of \$5,000 be paid from the Settlement Fund to the Class Representative for his service on behalf of the whole Settlement Class.

OBJECTING TO THE SETTLEMENT

18. How do I tell the Court if I do not like the Settlement?

If you are a Settlement Class Member (and do not exclude yourself from the Settlement Class), you can object to any part of the Settlement. You can object even if you also submit a claim for benefits under the Settlement. To object, you must submit a letter or other written document that includes the following:

- (1) Your full name and address;
- (2) Any proof that you are a Settlement Class member, if such proof exists;
- (3) The reasons for your Objection;
- (4) Whether you intend to appear at the Final Approval Hearing on your own behalf or through counsel; and
- (5) Include any documents supporting your Objection, attached to the Objection.

The settling Parties will have the right to obtain document discovery and take depositions relevant to your Objection. Any Settlement Class Member who has timely filed an Objection and indicated an intent to appear, may appear at the Final Approval Hearing, either in person or through an attorney hired at the Settlement Class Member's own expense, to object to the fairness, reasonableness, or adequacy of the Settlement.

You must file your objection with the Court (using the Court's electronic filing system, or via mail, or in any other manner in which the Court accepts filings) so that your objection is **received** by **October 20, 2020**. The Court's mailing address is:

| CLERK OF THE COURT |
|---|
| Clerk of the Court San Diego Superior Court, Central Division Hall of Justice 330 West Broadway San Diego, CA 92101 |

19. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object to a Settlement only if you do not exclude yourself from it. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object to a Settlement because you will not be part of the settling class.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Settlement and any requests for fees and expenses ("Final Approval Hearing").

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

The Court has scheduled a Final Approval Hearing for the Settlement on November 13, 2020 at 1:30 p.m. PST in Department 69 of the San Diego Superior Court, Central Division, Hall of Justice, 330 West Broadway, San Diego, CA 92101. The hearing may be moved to a different date or time without additional notice, so it is a good idea to check www.RentalCarFeeSettlement.com for updates. At the Final Approval Hearing, the Court will consider and determine whether the Settlement should be finally approved as fair, reasonable, and adequate, rule on Objections to the Settlement, determine whether the attorneys' fees and costs award and the service award to the Class Representative should be approved, and determine whether a Judgment finally approving the Settlement should be entered. It is unknown how long these decisions will take.

21. Do I have to attend the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to attend the hearing at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, to the proper addresses, and it complies with the other requirements set forth above, the Court will consider it. You may also pay your own lawyer to attend the hearing, but it is not necessary.

22. May I speak at the hearing?

You may ask the Court for permission to speak at the Final Approval Hearing. To do so, your filed objection must include a statement that you intend to appear at the Final Approval Hearing (*See* Question 18 above).

You cannot speak at the hearing if you exclude yourself from the Settlement.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you are a member of the Settlement Class and do nothing, you will be bound by the judgment entered by the Court on the Settlement. This means you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit or proceeding against the Port or other Released Parties about the statements and claims at issue in this case. If you are a member of the Settlement Class and do nothing, you will receive no benefits from the Settlement.

GETTING MORE INFORMATION

24. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. For a complete, definitive statement of the Settlement's terms, refer to the Settlement Agreement at www.RentalCarFeeSettlement.com. You may also write with questions to the Settlement Administrator at Garvin Settlement Administrator, PO Box 3607, Portland, OR 97208-3607, or call the toll-free number, 1-855-907-2110.

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