

**United States District Court  
Southern District of Florida**

*Philippe Calderon, et al. v. Sixt Rent A Car, LLC,*  
Case No. 0:19-cv-62408-AHS

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

**A court authorized this Notice.  
This is not a solicitation from an attorney.  
You are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY**

A settlement has been reached in the case of *Philippe Calderon, et al. v. Sixt Rent A Car, LLC*, Case No. 0:19-cv-62408-AHS (S.D. Fla.). This Notice explains: (1) the terms of the Settlement; (2) who is a member of the Class; (3) how to submit a Claim for payment and/or credit reporting relief; (4) how to object to the Settlement; (5) how to opt out of the Settlement; and (6) how to get more information about the Settlement.

You are receiving this Notice because the Parties have now reached a settlement agreement in the case, which entitles certain Settlement Class Members to a payment and/or credit reporting relief upon submission of a valid Claim.

HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE. Call 800-706-6593 toll free for more information. You can also contact Class Counsel at the contact information listed in this Notice.

**What is a Class Action?**

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a “Class” or “Class Members.” In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all Class Members in a single action, except for those persons or entities who timely request to be excluded from the Class.

**What is this Class Action About?**

The Settlement resolves a lawsuit in which the Plaintiffs claimed that the manner in which Sixt imposed charges for alleged damage to rental vehicles did not conform to the terms of customer rental contracts. Specifically, Plaintiffs challenged certain charges in such Damage Claims for, *inter alia*, (1) Diminished Value; (2) Estimated Repair Costs; (3) Loss of Use; and (4) Administrative Fees (“Damage Charges”). Essentially, the Damage Charges were challenged on two grounds. First, Plaintiffs asserted that Sixt could not charge any fee for damage that was not actually repaired. Second, Plaintiffs asserted that the calculation methodology Sixt used to assess Damage Charges must conform to the method set forth in the rental contract.

The Settlement is not an admission of liability or wrongdoing. Sixt maintains that it complied

with the terms of its rental contracts and all applicable laws, denies that it acted wrongfully or unlawfully, and continues to deny and dispute Plaintiff's allegations and claims.

You are receiving this Notice because a Settlement of the case has been reached between the Plaintiffs, acting on behalf of the Class, and Sixt.

The district court is conducting a Final Approval Hearing on July 15, 2025, to decide whether to grant Final Approval of the proposed Settlement.

### **What are the Settlement Terms?**

Under the Settlement Agreement, a Settlement Class Member who files a valid Claim will be eligible to receive a refund of 70% of the disputed Damage Charges paid to Sixt (or a collection agent of Sixt) by the Settlement Class Member (or on their behalf by their family, employer, or company). The Settlement payments that may be claimed total approximately \$2.87 Million. While not every Damage Claim was paid in whole or in part, and the actual Settlement payment a Class Member depends on the disputed Damages Charges and payments associated with their Damage Claim(s), the average claim size per Class Member is approximately \$356.67.

Sixt also agrees to stop collecting on the disputed Damage Charges. Settlement Class Members do not need to file a Claim to receive this benefit. While not every Class Member has an outstanding disputed Damage Charge, the total value of this additional contractual relief is approximately \$6.6 Million, or an average of \$220 per Class Member.

Additionally, Sixt has agreed to request that any negative credit reporting for the associated Damage Claim accounts be removed from the credit reports of any Settlement Class Member who submits a valid Claim indicating that an account associated with a Damage Claim is listed on one or more of their credit reports.

Sixt will also pay a lump sum of \$1,601,000 to cover the Settlement Administration Costs (including the costs of this Notice and the Claims administration), Class Counsel's Attorneys' Fees and Litigation Expenses, and Service Awards for the Named Plaintiffs, if approved by the Court.

In exchange, Plaintiffs and the Members of the Settlement Class, which does not include anyone who requests to opt out of the Class after receiving a Notice, agree to release and give up any claim they may have concerning any Damage Claim and/or the Damage Charges. If you are a Member of the Class, you may submit a completed Claim to be eligible for a Settlement payment and/or credit reporting relief as described herein. You may also, if you wish, object to the terms of the Settlement if you comply with the requirements set forth below. Or, you may opt out of the Class if you comply with the requirements set forth below.

### **How Do I Know if I'm a Member of the Settlement Class?**

You are a member of the class action (a "Settlement Class Member") if: (1) you rented a vehicle from Sixt at a Sixt Corporate Location in the United States on or before June 30, 2019; (2) you provided a U.S. Driver's License to Sixt at the time of that Rental (meaning a driver's license issued by a state or territory of the United States of America or by the District of Columbia); and

(3) you were first sent a Damage Claim on or after January 1, 2014 in connection with that Rental. The full class definition is as follows:

Any U.S. Renter who rented a vehicle from Sixt at a Sixt Corporate Location in the U.S. on or before June 30, 2019 and was first sent a Damage Claim on or after January 1, 2014 in connection with that Rental.

Excluded from the Settlement Class are: (1) any individual who, at the time of their rental, was a director, officer, manager, employee, agent, attorney, independent contractor of Sixt or of any parent, member, subsidiary, affiliate, or related entity of Sixt (including its predecessors, heirs, estates, successors, assigns, and legal representatives); (2) any parent, member, subsidiary, affiliate, or related entity of Sixt; (3) any Judge and members of their staff to whom the Litigation is assigned; and (4) any Settlement Class Member who opts-out of the Settlement. If you opt out of the Settlement, you are not part of the Class, you are not eligible to submit a Claim for a Settlement payment and/or credit reporting relief.

### **If I Am a Settlement Class Member, What Are My Options?**

If you are a Settlement Class Member, you have four options:

#### **Option 1: Submit a Claim Form for a Settlement Payment and/or Credit Reporting Relief**

To receive a Settlement payment and/or credit reporting relief, you must submit a completed Claim Form to the Settlement Administrator either by mail at Calderon v Sixt Rent A Car Settlement c/o Settlement Administrator, PO Box 23309, Jacksonville, FL 32241 or online at [www.calderoncarrentaldamagesettlement.com](http://www.calderoncarrentaldamagesettlement.com). If you submit a Claim Form by mail, it must be postmarked no later than August 15, 2025. If you submit a Claim Form online, you must do so by 11:59 p.m. on August 15, 2025.

If you received a Notice in the mail, you can mail in the prefilled Claim Form that was enclosed with the Notice, to the Settlement Administrator, or you can download a prefilled Claim Form online at [www.calderoncarrentaldamagesettlement.com](http://www.calderoncarrentaldamagesettlement.com) by entering the Claimant Notice ID listed on the Notice and following the prompts on the Settlement Website. If you need a new copy of the prefilled Claim Form, you can contact the Settlement Administrator at 800-706-6593 or [info@calderoncarrentaldamagesettlement.com](mailto:info@calderoncarrentaldamagesettlement.com), by providing your Claimant Notice ID, and requesting a new prefilled Claim Form.

If you have lost your Claimant Notice ID, or if you did not receive a Notice in the mail for a Damage Claim that you believe is covered by the Settlement, you can contact the Settlement Administrator at 800-706-6593 or [info@calderoncarrentaldamagesettlement.com](mailto:info@calderoncarrentaldamagesettlement.com), and request a blank Claim Form that you can submit by mail. To complete the blank Claim Form, you will need to input your full name and current mailing address along with (if known): the address listed on the driver's license you used for your rental; the start date of your rental; your rental contract number (which is listed on the Face Page or Receipt for your rental); and your Damage Claim number (which is listed on the Damage Claim letter and invoice you received).

To request a Settlement payment, you will need to check the box on the Claim Form to the left of the text that states "Check this box if you (or a family member, employer, or company on your

behalf) made a payment to Sixt (or a collection agent of Sixt) in response to a Damage Claim, and you wish to receive a Settlement payment.” You can submit proof of a payment made in response to a Damage Claim by mail or online with your Claim Form, but will not be required to do so unless requested by the Settlement Administrator. If you timely submit a valid Claim Form and are eligible to receive a Settlement payment, you will receive a physical check at this address or, if different, at the mailing address you provide to the Settlement Administrator on your Claim Form.

To request credit reporting relief, you will need to check the box on the Claim Form to the left of the text that states: “Check the box to the left of this text if an account associated with a Damage Claim appears on one or more of your credit reports and you wish to have Sixt send a letter to the credit reporting agencies requesting that they completely and totally remove from your credit reports any adverse reports for the account.” You may submit proof of any credit reporting with a Claim Form by mail or online, but will not be required to do so.

If you are requesting both a Settlement payment and credit reporting relief, you only need to submit one Claim Form per Damage Claim. If you received multiple Notices, it is because Sixt’s records indicate that you had more than one Damage Claim. If you wish to receive a Settlement Payment and/or credit reporting relief for more than one Damage Claim, then you must submit a Claim Form for each Damage Claim to the Settlement Administrator as described above.

If you do not submit a completed Claim Form, you will not be eligible to receive a Settlement payment or any credit reporting relief for any Damage Claim covered by the Settlement. The submission of a Claim Form does not guarantee entitlement to receive a Settlement payment and/or credit reporting relief. Details concerning the Claim review and dispute resolution process for claims that are denied by the Settlement Administrator and/or challenged by Sixt are set forth in the Settlement Agreement.

## **Option 2: Object to the Terms of the Settlement**

The full terms of the Settlement Agreement can be found at [www.calderoncarrentaldamagesettlement.com](http://www.calderoncarrentaldamagesettlement.com). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you can file a Notice of Intent to object to the terms of the Settlement. Objections must be filed in Court or postmarked by mail no later than May 27, 2025. To properly object to the terms of the Settlement, you must file any objection via the Court’s electronic filing system if you are represented by your own counsel (at your cost) or, if you are not represented by counsel, you must send any objection to Sixt’s Counsel and Class Counsel via first-class mail, postage prepaid, at the addresses shown below:

Sixt’s Counsel at:

Patrick M. Emery Lavender Hoffman Emery, LLC 750 Hammond Drive Building 2, Suite, 200 Atlanta, GA 30328	Irene Oria Pierson Ferdinand LLP 333 SE 2nd Ave., Suite 2000 Miami, FL 33131
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Class Counsel at:

Brian W. Warwick VARNELL & WARWICK, P.A. 400 N. Ashley Drive, Suite 1900 Tampa, FL 33602	Geoff S. Stahl GORDON & PARTNERS, P.A. 4114 Northlake Boulevard Palm Beach Gardens, FL 33410
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Absent leave of Court, objections shall not exceed 20, double-spaced pages in length. The Notice of Intent to object must:

1. State the name of the Litigation;
2. Set forth the objector's full name, current address, and telephone number;
3. Identify the date and location of rental for the objector's Sixt car rental;
4. State that the objector has reviewed the Settlement Class definition and understands that he/she is a Settlement Class Member;
5. State the Settlement Class Member's objection(s), include a statement as to whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention;
6. Provide copies of any documents the objector wants the Court to consider;
7. Identify the objector's counsel, if any, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement or fee application;
8. Specify any and all agreements that relate to the objection or the process of objecting – whether written or oral – between objector or objector's counsel and any other person or entity;
9. State whether the objector intends to appear at the Final Approval Hearing;
10. Identify all counsel (if any) representing the objector who will appear at the Final Approval Hearing;
11. Provide a list of all persons who will testify at the Final Approval Hearing in support of the objection; and
12. Be signed by the objector (an attorney's signature, alone, is insufficient).

If you or your counsel (if represented) intend to request permission to address the Court at the Final Approval Hearing, you or your counsel (if represented) must file your Notice of Intent with

the Clerk of the Court and serve upon Sixt's Counsel and Class Counsel listed above a Notice of Intent to appear at the Final Approval Hearing that includes the foregoing information as well as:

1. A detailed statement of the legal and factual basis for each of your objections;
2. A list of any witness you may seek to call at the Final Approval Hearing (subject to applicable Rules of Civil Procedure and Rules of Evidence, and at the discretion of the Court), including the full name, address, and telephone number of each witness and a summary of his or her proposed testimony;
3. Copies of any papers, exhibits, or other evidence that you or your counsel (if represented) will present to the Court at the Final Approval Hearing;
4. A list of any legal authority you may present at the Final Approval Hearing; and
5. proof of membership in the Settlement Class.

Notice of Intent to object must be postmarked by May 27, 2025. Any Notice of Intent that is not postmarked by the deadline set forth above or that does not comport with the requirements listed above may waive the right to object and be heard at the Final Approval Hearing.

### **Option 3: Opt Out from the Settlement Class**

You may also choose to opt out of the Settlement by May 27, 2025. To opt out of the Settlement, you must submit a request for exclusion from the Settlement Class to the Settlement Administrator either by mail to Calderon v Sixt Rent A Car Settlement c/o Settlement Administrator, PO Box 23309, Jacksonville, FL 32241 or by email to [info@calderoncarrentaldamagesettlement.com](mailto:info@calderoncarrentaldamagesettlement.com). If you choose to opt out of the Settlement and exclude yourself from the Settlement Class, then you will not receive any Settlement payment, any outstanding disputed Damage Charges may still be collected by Sixt (or its collection agents), and you will not receive any credit reporting relief.

### **Option 4: Do Nothing.**

You have the right to do nothing. If you choose to do nothing, you will not receive a Settlement payment or any credit reporting relief. However, you do not need to do anything for Sixt and its collection agents to stop collecting on the disputed Damage Charges covered by the Settlement. If you do nothing, you release any claim against Sixt related to the claims and allegations in this lawsuit which are part of the Released Claims as defined by the Settlement Agreement, even if you do not submit a Claim for payment and/or credit reporting relief.

### **Who Is Representing the Settlement Class?**

The District Court has appointed Named Plaintiffs Philippe Calderon, Ancizar Marin, and Kelli Borel Reidmiller to be the Class representatives. The District Court has also appointed the following attorneys to be Class Counsel for the Settlement Class Members:

<p>Brian W. Warwick  Janet R. Varnell  VARNELL &amp; WARWICK, P.A.  400 N Ashley Drive, Suite 1900  Tampa, Florida 33602  Telephone: (352) 753-8600  Website: <a href="http://www.vandwlaw.com">www.vandwlaw.com</a>  <b>bwarwick@vandwlaw.com</b>  <b>jvarnell@vandwlaw.com</b></p>	<p>Steven G. Calamusa  Geoff S. Stahl  GORDON &amp; PARTNERS, P.A.  4114 Northlake Blvd.  Palm Beach Gardens, FL 33410  Telephone: (561) 799-5070  Facsimile: (561) 799-4050  Website: <a href="http://www.fortheinjured.com">www.fortheinjured.com</a>  <b>scalamusa@fortheinjured.com</b>  <b>gstahl@fortheinjured.com</b></p>
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These attorneys are experienced in handling class action lawsuits. More information about Class Counsel is available on their websites above.

Class Counsel will file an application for a combined award of settlement administration costs, attorney’s fees and litigation expenses, and service awards of no more than \$1,601,000 (“Combined Award”), subject to approval by the Court. The amount that will be requested for settlement administration costs is approximately \$201,000. The amount that will be requested for attorney’s fees and litigation expenses is approximately \$1.4 Million. And the amount that will be requested for Service Awards is a total of \$30,000, or \$10,000 per Named Plaintiff. The Service Awards are designed to reward the Named Plaintiffs for securing the Settlement relief for the Settlement Class Members, and to acknowledge the time spent by the Plaintiffs in sitting for depositions, producing documents, responding to discovery requests, participating in the case and mediation, and prosecuting their claims for the benefit of the Settlement Class over the past five (5) years of this lawsuit, which has included extensive discovery, depositions, mediations, appeals, and other time expenditures. Sixt has agreed to pay Class Counsel the amount of the Combined Award if approved by the Court. You will not be personally responsible to pay Class Counsel for any fees, costs, or expenses incurred in connection with this case. The Motion for Attorneys’ Fees and Litigation Expenses and for the Service Awards will be filed no later than April 11, 2025 and, once it is filed, the application for the Combined Award will be posted to and can be accessed on the Settlement Website.

**What Claim(s) Are Settlement Class Members Releasing?**

As a part of the Settlement, Settlement Class Members agree not to sue Sixt by asserting any claim related to allegations that Sixt breached his or her rental agreement or otherwise engaged in unlawful conduct by sending them a Damage Claim for one or more of the Damage Charges in connection with a rental that started on or before June 30, 2019 and for which a Damage Claim was first sent on or after January 1, 2014. The full terms of the Released Claims and Release Parties can be found in the Settlement Agreement at [www.calderoncarrentaldamagesettlement.com](http://www.calderoncarrentaldamagesettlement.com).

**How Can I Learn More About This Lawsuit and This Settlement?**

If you have any questions about this lawsuit, the Settlement, or anything else in this Notice, please call toll-free at 800-706-6593 or visit [www.calderoncarrentaldamagesettlement.com](http://www.calderoncarrentaldamagesettlement.com).

This Settlement Website, [www.calderoncarrentaldamagesettlement.com](http://www.calderoncarrentaldamagesettlement.com), provides:

1. An electronic Claim Form with directions on how to submit it online;
2. The full terms of the Settlement Agreement;
3. Information and requirements for submitting a Claim, requesting exclusion, or filing a Notice of Intent to object to the terms of the Settlement;
4. Copies complaints filed by the Plaintiffs in this lawsuit as well as other important orders from the District Court and the U.S. Court of Appeals for the Eleventh Circuit that were issued during the case prior to the Settlement; and
5. Other information about the case.

If you have any questions, you may contact the Settlement Administrator or Class Counsel, whose contact information and website are listed above. Please do not contact Sixt or Sixt's Counsel about this case or proposed Settlement. Sixt's employees and representatives will likely not have any knowledge about this case or Settlement and will be unable to assist you. If you have further questions, please instead contact the Settlement Administrator or Class Counsel.

Complete copies of the documents filed in this case that are not under seal may be examined and copied at any time at the United States District Court, Southern District of Florida, U.S. Federal Building and Courthouse, 299 East Broward Boulevard, Fort Lauderdale, Florida 33301.

PLEASE DO NOT TELEPHONE OR CONTACT THE DISTRICT COURT OR THE CLERK OF THE DISTRICT COURT REGARDING THIS NOTICE.

**DONE AND ORDERED** in Chambers, Fort Lauderdale, Florida, this 26 day of February, 2025.

RAAG SINGHAL  
UNITED STATES DISTRICT JUDGE