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19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **COUNTY OF SAN FRANCISCO**
21 **UNLIMITED CIVIL JURISDICTION**
22 **COMPLEX DIVISION**

23 PETER LEE, and LATONYA
24 CAMPBELL,

Plaintiffs,

25 v.

26 THE HERTZ CORPORATION,
DOLLAR THRIFTY
27 AUTOMOTIVE GROUP, INC.,

Defendants.

Case No. CGC-15-547520

**SUPPLEMENTAL DECLARATION OF E.
MICHELLE DRAKE IN SUPPORT OF
MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Hearing Date: April 12, 2019
Time: 2:30 PM
Location: Dept. 305
Judge: Hon. Mary E. Wiss

ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
04/05/2019
Clerk of the Court
BY: CAROL BALISTRERI
Deputy Clerk

1 I, E. MICHELLE DRAKE, declare as follows:

2 1. I am one of Class Counsel in the above-captioned matter.

3 2. I submit this Supplemental Declaration in support of Plaintiffs' Motion for
4 Preliminary Approval of Class Action Settlement.

5 3. I have no formal relationship with proposed *cy pres* recipient Public Justice, other
6 than that I pay voluntary membership dues on an annual basis. I do not receive any financial
7 benefits from my membership in the organization, nor does any member of my family.

8 4. I have a long-standing relationship with proposed *cy pres* recipient Southern
9 Center for Human Rights. I worked there when I was in law school, and consulted with the
10 Center on numerous cases when I was employed as a public defender in Atlanta, Georgia, in the
11 early 2000s. I currently sit on the Center's Board of Directors. I receive no financial
12 compensation for my membership on the Board. I do not receive reimbursement from the Center
13 for any expenses I incur in connection with my service on the Board. While I donate to the
14 Center from my personal funds, there is no fund-raising obligation associated with being on the
15 Board. I do not receive any financial benefits from my affiliation with the Southern Center of
16 Human Rights.

17 5. I will not receive any financial benefit, directly or indirectly, as a result of any *cy*
18 *pres* donation made to either of the proposed *cy pres* recipients in this case.

19 6. I have inquired, and none of my co-counsel have any relationship with Public
20 Justice through which they would receive any financial or other benefits, directly or indirectly, as
21 a result of any *cy pres* donation in this case.

22 7. I obtained three (3) bids from reputable settlement administration companies for
23 the settlement administrator of this case. JND Class Action Administration was the most
24 economical of all the bids. I have worked with JND in other matters and been satisfied with their
25 performance.

26 8. Attached as **Exhibit 1** hereto is a true and correct copy of the Parties' Amended
27 Settlement Agreement, with Exhibits.

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2 I declare, under penalty of perjury, under the laws of the State of California that the
3 foregoing is true and correct. Executed this 5th day of April, 2019, at Minneapolis, Minnesota.

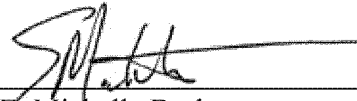
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6 E. Michelle Drake
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Exhibit 1

1 **AMENDED SETTLEMENT AGREEMENT**

2 Plaintiffs Peter Lee and Latonya Campbell (collectively, “Plaintiffs”), individually and on
3 behalf of the Settlement Class, and Defendants The Hertz Corporation and Dollar Thrifty
4 Automotive Group, Inc. (collectively, “Defendants”) (together with Plaintiffs, the “Parties”),
5 hereby enter into this Settlement Agreement to resolve this putative class action.

6 **I. RECITALS.**

7 1. On August 21, 2015, Plaintiffs filed their class action complaint in the Superior
8 Court of California, County of San Francisco, alleging violations of the Fair Credit Reporting
9 Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”) by Defendants for (1) failure to provide notice to
10 employees and applicants prior to taking adverse action based in whole or in part on information
11 contained in a consumer report (15 U.S.C. § 1681b(b)(3)); and (2) failure to provide a stand-
12 alone disclosure that a consumer report would be procured for employment purposes (15 U.S.C.
13 § 1681b(b)(2)).

14 2. On September 30, 2015, Defendants filed a General Denial of the complaint’s
15 allegations, and on October 2, 2015, Defendants removed the action to the United States District
16 Court for the Northern District of California.

17 3. On November 25, 2015, Defendants filed a motion to stay the case pending the
18 U.S. Supreme Court’s decision in *Spokeo, Inc. v. Robins*, 135 S. Ct. 1892 (2015), which, after
19 fulsome briefing and oral argument, the court granted on February 26, 2016 (N.D. Cal. ECF No.
20 35).

21 4. Following the Supreme Court’s decision in *Spokeo*, this action resumed litigation,
22 with Plaintiffs filing a First Amended Complaint on July 15, 2016, reasserting their allegations
23 regarding Defendants’ violations of the FCRA’s stand-alone disclosure and pre-adverse action
24 notice requirements, and changing the class allegations to conform with Fed. R. Civ. P. 23.
25 (N.D. Cal. ECF No. 43.)
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1 5. Defendants moved to dismiss the First Amended Complaint on August 18, 2016.
2 (N.D. Cal. ECF No. 47.)

3 6. After briefing and oral argument, the court granted the motion to dismiss, and
4 remanded the action to the Superior Court of California, San Francisco County, on December 2,
5 2016. (N.D. Cal. ECF No. 66.)

6 7. On February 16, 2017, Plaintiffs filed the Second Amended Complaint, asserting
7 the same allegations regarding Defendants' violations of the FCRA's stand-alone disclosure and
8 pre-adverse action notice requirements, and changing the class allegations to conform with the
9 Cal. Code of Civ. P. § 382.

10 8. On February 17, 2017, Defendants filed their demurrer to the Second Amended
11 Complaint, which after briefing and oral argument, the Court overruled on April 5, 2017.

12 9. On April 12, 2017, Plaintiffs filed the Corrected Second Amended Complaint, and
13 on May 5, 2017, Defendants filed a general denial of the Corrected Second Amended Complaint.

14 10. Defendants petitioned for writs of mandamus regarding the demurrer decision to
15 the California State Court of Appeal on June 2, 2017, which was denied on June 22, 2017.

16 11. Defendants then petitioned for review by the California Supreme Court, which
17 was denied on September 13, 2017.

18 12. On December 12, 2017, Defendants petitioned the U.S. Supreme Court for a writ
19 of certiorari. Plaintiffs, at the request of the Court, filed an opposition to the petition on March
20 27, 2018, and the Supreme Court denied certiorari on April 30, 2018.

21 13. Following this Court's overruling of the demurrer, the Parties commenced
22 discovery, exchanging written requests and responses, negotiating electronic discovery, and
23 producing documents.

24 14. In September 2018, the Parties began arms-length discussions, through counsel,
25 of the potential for settlement of this action. Negotiations continued through the next two
26 months, with the Parties reaching a class-wide resolution in principle on November 14, 2018.

1 15. Attorneys' fees, costs, and Class Representative Service Awards were not
2 discussed by the Parties until after the class-wide relief was agreed upon.

3 16. On February 11, 2019, Plaintiffs filed their Unopposed Motion for Preliminary
4 Approval of Class Action Settlement, and an initial hearing was held on the Motion on March 7,
5 2019. At the hearing, the Court requested amendments to the Settlement Agreement and its
6 Exhibits, and corresponding edits to Plaintiffs' Motion papers, and the operative Complaint.

7 17. Following the March 7 hearing and pursuant to the Court's instructions, Plaintiffs
8 amended the operative complaint to address the revised class definition therein to correspond
9 with the Settlement Class defined in this Agreement, and filed a Stipulation to File the Third
10 Amended Complaint.

11 18. Further, following the March 7 hearing and pursuant to the Court's instructions,
12 Plaintiffs and Defendants agreed to this Amended Settlement Agreement and its incorporated
13 Exhibits. Plaintiffs will submit an Amended Motion for Preliminary Approval of the Amended
14 Settlement Agreement in short order.

15 19. Defendants deny any wrongdoing, do not admit or concede any actual or potential
16 fault, wrongdoing, or liability in connection with any facts or claims that have been or could
17 have been alleged against them, deny that the claims asserted by Plaintiffs are suitable for class
18 treatment other than for settlement purposes, and deny that they have any liability whatsoever,
19 but have agreed to this Settlement Agreement because of the substantial expense of litigation, the
20 length of time necessary to resolve the issues presented, the inconvenience involved, and the
21 disruption to business operations.

22 20. Based upon their experience and an informed evaluation of the case, Plaintiffs'
23 Counsel recognize the substantial risks of continued litigation and delay, including the likelihood
24 that the claims, if not settled now, might not result in any recovery for the Plaintiffs and the
25 Settlement Class, as well as the fact that the non-monetary relief contemplated herein would not
26 be otherwise available.

1 21. Plaintiffs' Counsel have conducted a thorough study and investigation of the law
2 and facts relating to the claims that were asserted and that could have been asserted in the Third
3 Amended Complaint, and any prior versions of the Complaint, as well as a thorough study and
4 investigation of the scope and identity of the Settlement Class (which are based on the
5 Defendants' discovery responses and information provided by Defendants prior to the execution
6 of this Agreement), and have concluded, taking into account the benefits of this settlement and
7 the risks and delay of further litigation, that this settlement is fair, reasonable, and in the best
8 interests of the Plaintiffs and the Settlement Class.

9 22. Subject to the approval of the Court, the Parties wish to settle this action, effect a
10 compromise, and terminate the action.

11 23. In light of the above recitals, the Parties understand and agree that the claims
12 asserted here shall be settled, compromised, released and terminated subject to the approval of
13 the Court, upon and subject to, the following terms and conditions.

14 **II. DEFINITIONS.**

15 24. Litigation means the case styled *Lee & Campbell v. The Hertz Corp. & Dollar*
16 *Thrifty Auto. Grp., Inc.*, Case No. CGC-15-547520 (Super. Ct., San Fran. Cnty.).

17 25. Agreement or Settlement means this Amended Settlement Agreement.

18 26. Court means the Superior Court of California, San Francisco County.

19 27. Category 1 Class Notice means the notice attached hereto as Exhibit A, subject to
20 Court approval, which the Settlement Administrator will mail, via first class U.S. mail, to each
21 Settlement Class Member who meets the criteria for inclusion in Category 1 of the Settlement
22 Class.

23 28. Category 2 Class Notice means the notice attached hereto as Exhibit B, subject to
24 Court approval, which the Settlement Administrator will mail, via first class U.S. mail, to each
25 Settlement Class Member who meets the criteria for inclusion in Category 2 of the Settlement
26 Class.

1 29. Category 3 Class Notice & Claim Form means the notice and claim form attached
2 hereto as Exhibit C, subject to Court approval, which the Settlement Administrator will mail, via
3 first class U.S. mail, to each Settlement Class Member who meets the criteria for inclusion in
4 Category 3 of the Settlement Class.

5 30. Claimants means those Category 3 Settlement Class Members who submit valid
6 and timely Claim Forms according to the process set forth herein.

7 31. Claim Deadline means the date the Court establishes as the deadline by which
8 Category 3 Claimants must submit a valid Claim Form to the Settlement Administrator. The
9 Parties shall jointly request that this date be sixty (60) days after the initial mailing of notice.

10 32. Class Counsel means E. Michelle Drake and Joseph C. Hashmall of Berger
11 Montague PC, Jahan Sagafi and Relic Sun of Outten & Golden LLP, and Elisa Della-Piana and
12 Keith Wurster of Lawyers' Committee for Civil Rights of the San Francisco Bay Area.

13 33. Class List means a list of all members of the Settlement Class, to be generated by
14 Defendants and provided to the Settlement Administrator not more than ten (10) business days
15 after the Court enters a preliminary approval order. The Class List shall include full names of
16 the class members, their last known addresses, the last four digits of their Social Security
17 Numbers, and their dates of birth, as available, in Excel or another agreed-upon format, which
18 shall be prepared by Defendants at their own expense. The Class List shall differentiate
19 Settlement Class Members by Categories 1, 2, and 3. The last four digits of Social Security
20 Numbers and birth dates produced as part of the Class List shall be used solely to locate
21 Settlement Class Members for purposes of mailing notice and checks. The Parties agree that
22 Defendants designate the Class List as Confidential and the contact information will be kept
23 strictly confidential by the Settlement Administrator for the sole purpose of effectuating the
24 provisions of this Agreement.

25 34. Complaint means the Third Amended Complaint.

26 35. Defense Counsel means Nixon Peabody LLP.
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1 36. Effective Date means the first business day after the first date on which all of the
2 following have occurred:

- 3 (a) All Parties, Class Counsel, and Defense Counsel have executed this Agreement;
4 (b) The Court has issued a preliminary approval order;
5 (c) Reasonable notice has been given to the Settlement Class Members, including
6 providing them with an opportunity to object to, or opt out of, the Settlement;
7 (d) The Court has held a fairness hearing, and entered Final Judgment approving the
8 Settlement;
9 (e) Only if there are written objections submitted before the fairness hearing, and
10 those objections are not later withdrawn, or if Class Counsel appeals the decision
11 on attorneys' fees and costs, the last of the following events to occur:

- 12 (i). if no appeal or reconsideration motion is filed, then the date on which the
13 time to appeal or reconsider the Final Judgment has expired with no
14 appeal or any other judicial review having been taken or sought, or
15 (ii).if an appeal or reconsideration of the Final Judgment has been timely filed
16 or other judicial review was taken or sought, the date that order is finally
17 affirmed by an appellate court with no possibility of subsequent appeal or
18 other judicial review or the date the appeals or any other judicial review
19 are finally dismissed with no possibility of subsequent appeal or other
20 judicial review.

21 It is the intention of the Parties that the Settlement shall not become effective until the Court's
22 Final Judgment has become completely final and until there is no timely recourse by an appellant
23 or objector who seeks to contest the Settlement.

24 37. Final Approval Order or Final Judgment means the Court's order granting final
25 approval of this Settlement.

26 38. Long Form Notice means the notice attached hereto as Exhibit D, which shall be
27 posted on the Settlement Website.
28

39. Named Plaintiffs or Plaintiffs or Class Representatives means Peter Lee and Latonya Campbell.

40. Settlement Amount or Settlement Fund means \$1,619,000.00, which shall be the total amount from which the Named Plaintiffs and Settlement Class Members shall be paid, and from which all out-of-pocket settlement administration costs, and any Court-approved awards of attorneys' fees, costs, and Class Representative Service Awards, shall be paid. Defendants shall pay the Settlement Amount into a common fund, which shall be established and maintained by the Settlement Administrator as a Qualified Settlement Fund for federal tax purposes pursuant to Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Settlement Class, shall be responsible for all administrative, accounting and tax compliance activities in connection with the Qualified Settlement Fund, including any filing necessary to obtain Qualified Settlement Fund status pursuant to Treas. Reg. § 1.468B-1. Defendants shall provide to the Settlement Administrator any documentation reasonably requested by the Administrator to facilitate obtaining Qualified Settlement Fund status. In no event shall Defendants be required to pay any additional sum for the settlement of this matter other than the specified Settlement Amount. The Qualified Settlement Fund shall either not accrue interest or, if interest accrues, all interest shall be paid in to the fund.

41. Net Settlement Fund means the amount of money remaining after the Settlement Amount is reduced by the following amounts, as approved by the Court: (a) the service payments to the Named Plaintiffs, (b) reasonable attorneys' fees and costs to Class Counsel, and (c) the costs of the Settlement Administrator.

42. Opt-Out Deadline or Objections Deadline means the date the Court establishes as the deadline by which any Settlement Class Members must mail and postmark a written notice of their intent to opt out of the Settlement, and by which objections to the preliminarily approved Settlement must be postmarked and mailed by first class mail to the Settlement Administrator. The Parties shall jointly request that this date be sixty (60) days from the initial mailing of notice.

43. Parties means the Named Plaintiffs and the Defendants.

1 44. Released Parties means Defendants The Hertz Corporation and Dollar Thrifty
2 Automotive Group, Inc., and their corporate affiliates, including owners, investors, predecessors,
3 successors, assigns, current and former employees, shareholders, officers, directors, members,
4 managers, agents, subcontractors, customers, attorneys, insurers, subsidiaries, divisions, parent
5 companies, holding companies or affiliated corporations, partnerships, limited liability
6 companies or other organizations, and all persons acting by, through, under or in concert with
7 them.

8 45. Settlement Administrator or Administrator means a third-party settlement
9 administrator chosen after soliciting competitive bids by Class Counsel, with approval by
10 Defense Counsel, which shall not be unreasonably withheld. The Parties shall ask the Court to
11 approve JND Legal Administration as the Settlement Administrator.

12 46. Settlement Administration Expenses or Costs means the Settlement
13 Administrator's reasonably incurred expenses in the furtherance of the Settlement, including the
14 preparation and mailing of notices, collection of opt outs and claim forms, implementation and
15 maintenance of the Settlement Website, corresponding with Settlement Class Members and Class
16 Counsel and Defense Counsel, preparing declarations for filing with the Court regarding these
17 actions, and post-approval tasks, including calculating funds and issuing and mailing checks.
18 Should JND Legal Administration be approved by the Court, the expected Settlement
19 Administration Expenses are \$55,507. Class Counsel shall request the Court approve these costs
20 be paid from the Settlement Fund.

21 47. Settlement Class means all persons who applied for employment with The Hertz
22 Corporation or Dollar Thrifty Automotive Group, Inc. in the United States at any time from
23 August 21, 2013 to September 8, 2016 and who are members of Category 1, 2 and/or 3 as set
24 forth below:

25 **Category 1.** All individuals who, at any time from August 21, 2013 to September 8,
26 2016, had a conditional offer of employment withdrawn by Defendants.

1 **Category 2.** All individuals who, at any time from August 21, 2013 to December 31,
2 2014, received conditional offers of employment from Defendants requiring a
3 background check be run on the individuals, OR who, at any time from January 1, 2015
4 to December 31, 2015, received conditional offers of employment as Transporters from
5 Defendants.

6 **Category 3.** All individuals who, at any time from January 1, 2015 to September 8,
7 2016, received conditional offers of employment from Defendants.

8 The Parties presently believe that the total Settlement Class contains approximately 31,476 class
9 members, of which approximately 2,427 belong to Category 1, 12,429 belong to Category 2, and
10 16,620 belong to Category 3. The Parties do not expect these numbers to change significantly
11 during the process of gathering the Class List.

12 48. Settlement Class Member means any individual who is a member of the
13 Settlement Class and who has not opted out by the Opt-Out Deadline.

14 49. Settlement Website means an interactive website to be established and maintained
15 by the Settlement Administrator, at a URL to be agreed upon by the Parties, as further described
16 below.

1 **III. RELIEF & BENEFITS.**

2 **A. Non-Monetary Relief.**

3 50. For a period of thirty-six (36) months following the Effective Date, Defendants
4 will continue to use the stand-alone disclosure that was implemented in Defendants' application
5 process on or about September 8, 2016.

6 51. In addition to providing applicants with a stand-alone disclosure directly, for the
7 life of Defendants' Master Services Agreement ("MSA") with CareerBuilder Employment
8 Screening, LLC, Defendants will (a) continue to use CareerBuilder WebACE software (or its
9 equivalent), and (b) ensure that the MSA continues to contain a certification that CareerBuilder
10 will provide individuals processed through WebACE (or its equivalent) with a legally compliant
11 stand-alone disclosure.

12 52. For a period of thirty-six (36) months following the Effective Date, should
13 Defendants change vendors used for the procurement of background reports for individuals
14 receiving conditional offers of employment, Defendants will ensure that the Master Services
15 Agreement with such vendor will require the vendor to provide the subjects of the reports with
16 legally compliant stand-alone disclosures. Defendant shall provide any such vendor with a copy
17 of the stand-alone disclosure implemented in its application process on September 8, 2016.

18 53. For a period of thirty-six (36) months following the Effective Date, Defendants
19 will send an annual memo, or other effective guidance, to the appropriate individuals in
20 recruiting positions for Defendants, informing and reminding them of Defendants' FCRA-
21 compliant policies and procedures for procuring and using consumer reports.

22 **B. Monetary Relief.**

23 54. In exchange for the release of claims described below, Defendants shall pay the
24 Settlement Amount of \$1,619,000.00, which shall be distributed in accordance with the process
25 outlined below.

26 55. The Settlement Amount shall represent the full extent of Defendants' financial
27 obligations under this Settlement Agreement. Defendants reserve the right to void any
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1 settlement agreement where any court orders payment of an amount in excess of the Settlement
2 Amount or otherwise enters any order that would or could require them to do so. There shall be
3 no reversion to Defendants of the Settlement Amount under any circumstance.

4 56. Distribution of Net Settlement Fund to Settlement Class Members. The entire Net
5 Settlement Fund shall be distributed to Category 1 and Category 2 Class Members who do not
6 opt-out, and Category 3 Claimants. The Net Settlement Fund shall be divided proportionally
7 among Settlement Class Members so that each Category 1 Class Member receives two times the
8 amount that each Category 2 Class Member and Category 3 Claimant receives. To determine the
9 allocation, the Net Settlement Fund shall be distributed *pro rata* based on each eligible
10 Settlement Class Member's settlement shares, with each Category 1 Class Member allocated two
11 shares, and each Category 2 Class Member and Category 3 Claimant allocated one share.
12 Should there be overlap in Category membership, the Class Member shall receive shares for only
13 the most valuable Category of which they are a member. Attached as Exhibit E are draft
14 calculations of estimated class member net payouts.

15 57. Service Payments to Named Plaintiffs. Class Counsel will petition the Court for
16 service awards of \$5,000 each for Lee and Campbell for serving as Named Plaintiffs in this
17 matter. If approved by the Court, these service payments will be paid to the Named Plaintiffs by
18 the Settlement Administrator at the same time that checks are issued to the Settlement Class
19 Members. These amounts shall be in addition to the amounts paid to the Named Plaintiffs
20 pursuant to the Distribution of the Net Settlement Fund noted above. By signing this Agreement,
21 the Parties warrant the Named Plaintiffs' service payments were negotiated only after the
22 Settlement Amount and method of distribution to Settlement Class Members had been agreed
23 upon. Should the Court decline to approve any requested payment, or reduce such payment, the
24 Settlement shall still be effective.

25 58. Attorneys' Fees and Costs. Class Counsel may apply to the Court for an award of
26 fees and costs to be paid from the Settlement Amount. The application for attorneys' fees shall
27 not exceed one-third of the Settlement Amount. Costs shall be paid in addition to attorneys' fees
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1 in the amount in which they were or are incurred by Class Counsel and are approved for
2 reimbursement by the Court. By signing this Agreement, the Parties warrant that Class
3 Counsel's attorneys' fees and costs were negotiated only after the Settlement Amount and
4 method of distribution to the Settlement Class Members had been agreed upon. Should the Court
5 decline to approve any requested payment, or reduce such payment, the Settlement shall still be
6 effective, and the remainder of sought fees shall remain in the Settlement Fund for distribution to
7 Settlement Class Members, subject to Class Counsel's right to appeal the fee award.

8 59. Settlement Administration Expenses. Class Counsel shall apply to the Court for
9 the costs of the Settlement Administrator to be paid from the Settlement Amount. Defendants
10 and Class Counsel shall receive no portion of the Settlement Amount in connection with
11 settlement administration. Attached as Exhibit F is the final bid of expected Administration
12 costs submitted by JND Legal Administration.

13 60. *Cy Pres* Distribution. Settlement Class Members shall have 90 days after checks
14 are mailed to cash their checks. No later than fourteen (14) days following the close of the check
15 cashing period, the Settlement Administrator shall provide Class Counsel with a report stating
16 the total amount that was actually paid to the class members, which Class Counsel shall promptly
17 file with the Court. After the report is received, the Court shall amend the judgment to direct the
18 Settlement Administrator to pay any remaining amounts in the Net Settlement Fund, including
19 interest, to the Parties' selected *cy pres* recipients, Public Justice and the Southern Center for
20 Human Rights. The Court shall direct equal payments of one-half the remaining amounts to each
21 organization. The Settlement Administrator shall provide Class Counsel and Defense Counsel
22 with a declaration setting forth the amounts distributed to the *cy pres* recipients within five (5)
23 business days of any such distribution and Class Counsel shall promptly file the declaration with
24 the Court.

1 **IV. NOTICE & RELATED PROCESSES, CLAIM, OBJECTION & OPT-OUT**
2 **REQUIREMENTS**

3 **A. Notice.**

4 61. Within fourteen (14) days of receiving the Class List from Defendants, the
5 Settlement Administrator shall mail, via first class U.S. mail, the Category 1 and 2 Notices and
6 the Category 3 Notice & Claim Form to all Settlement Class Members as applicable.

7 62. Prior to mailing, the Settlement Administrator shall update the last known mailing
8 addresses on the Class List through the use of any appropriate databases routinely used by the
9 Settlement Administrator for the purpose of updating mailing addresses.

10 63. If any notice is returned to the Settlement Administrator as undeliverable or
11 returned with a forwarding address, the Settlement Administrator shall re-mail the notice to the
12 forwarding address, and if no forwarding address was provided, utilize any other legally
13 available database for the purpose of finding new addresses and re-mailing.

14 **B. Claim Forms.**

15 64. Category 3 Settlement Class Members shall have the opportunity to submit a
16 claim for monetary relief using a Court-approved Claim Form as detailed below. The Category 3
17 Notice & Claim Form is attached as Exhibit C. Claims may also be submitted electronically
18 through the Settlement Website.

19 65. A Claim Form shall only be valid if all information requested on it has been
20 provided, and it has been sent in such a manner to the Settlement Administrator that it is received
21 by, or postmarked by, the Claim Deadline. Additionally, a Category 3 Class Member submitting
22 a Claim Form must check the box declaring, under penalty of perjury, that he or she 1) did not
23 receive a document containing a stand-alone disclosure that Defendants would procure a
24 background report; or 2) experienced other problems caused by Defendants' disclosure or the
25 background report.
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1 66. The Settlement Administrator shall determine whether a Claim Form meets the
2 requirements set forth in this Agreement or any Preliminary Approval Order. The Settlement
3 Administrator's determination shall be final and binding.

4 **C. Settlement Website & Telephone Line.**

5 67. The Settlement Administrator shall cause the Settlement Website to "go live" on
6 the date the notices are mailed. The Settlement Website shall:

- 7 (a) Contain the content on Exhibits A – D;
- 8 (b) Contain a short summary of consumers' rights to receive a stand-alone disclosure,
9 and pre-adverse action notice, and a full file disclosure in connection with
10 background reports procured for employment purposes;
- 11 (c) Contain a copy of the Summary of Rights under the FCRA as most recently
12 published by the Consumer Financial Protection Bureau;
- 13 (d) Be interactive;
- 14 (e) Provide Settlement Class Members with the ability to electronically update their
15 contact information;
- 16 (f) Contain copies of the Complaint, this Agreement, and copies of any orders issued
17 by the Court in connection with this Settlement;
- 18 (g) Allow Category 3 Settlement Class Members to submit online Claim Forms;
- 19 (h) Direct individuals to the toll-free telephone number established by the Settlement
20 Administrator for Settlement Class Member inquiries;
- 21 (i) Absent agreement by the Parties, not be taken down until three (3) months
22 following the Effective Date;
- 23 (j) Be updated as appropriate regarding developments in the Settlement, such as the
24 establishment of new deadlines by the Court or the filing of an appeal.

25 68. The Settlement Administrator shall provide toll-free phone support for all
26 questions related to the Settlement from the date notices are mailed for a period of no less than
27 fourteen (14) days following the date that all checks mailed to Settlement Class Members expire.
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1 Class Counsel shall have an ongoing responsibility to respond to Settlement Class Member
2 inquiries in circumstances where the Settlement Administrator is unable to do so.

3 **D. Objections & Opt-Outs.**

4 69. Right to Opt Out. All Settlement Class Members will have the right to be
5 excluded from, *i.e.*, to “opt out” of, the Settlement Class. On or before the Opt-Out Deadline,
6 each Settlement Class Member who elects to opt out of the Settlement must send, via U.S. mail,
7 written notice addressed to the Settlement Administrator indicating his or her name and address
8 and stating that he or she desires to opt out of the Settlement or otherwise does not want to
9 participate in the Settlement. Any Settlement Class Member who does not timely (as measured
10 by the postmark on that individual’s written notice) opt out of the Settlement by written notice
11 correctly directed to the Settlement Administrator and containing the requisite information shall
12 remain a member of the Settlement Class and shall be bound by any orders of the Court about the
13 Settlement or the Settlement Class. In no event shall Settlement Class Members who purport to
14 opt out of the Settlement as a group, aggregate, collective, or class involving more than one
15 Settlement Class Member be considered a successful or valid opt out. Any Settlement Class
16 Member who fails to timely and validly opt out of the Settlement Class under this Settlement
17 Agreement shall be bound by the terms of this Settlement. The Settlement Administrator shall
18 provide Class Counsel and Defense Counsel with all statements from Settlement Class Members
19 opting out of the Settlement within three (3) business days of their receipt by the Settlement
20 Administrator.

21 70. If more than five percent (5%) of the Settlement Class Members opt out,
22 Defendants may in their sole discretion exercise their right to void the Settlement. Should
23 Defendants timely choose to nullify the Settlement, this Agreement will be vacated, rescinded,
24 cancelled, and annulled, and the Parties will return to the status quo ex ante, as if they had not
25 entered into this Settlement. In that event, the Settlement and all negotiations and proceedings
26 related to the Settlement (including but not limited to any information provided or exchanged
27 during the Settlement process or to facilitate or execute the Settlement or settlement approval
28

process) will be without prejudice to the rights of the Parties, and evidence of the Settlement, negotiations, and proceedings will be inadmissible and will not be discoverable. The Named Plaintiffs, Class Counsel, defendants, and Defense Counsel agree not to solicit opt outs directly or indirectly through any means.

71. Objections. Any Settlement Class Member who wishes to object to the Settlement must not opt out of the Settlement and must mail a written statement of objection by first class mail to the Settlement Administrator postmarked no later than the Objections Deadline. The objection must state the case name and number, the basis for and an explanation of the objection; the name, address, telephone number, and email address of the Settlement Class Member making the objection. Any objection must be personally signed by the Settlement Class Member and, if represented by counsel, then by counsel. If the class member is represented by counsel, the objection must also include counsel's full name, address, phone number, and email address. Any Settlement Class Member who fails to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement. No Settlement Class Member shall be entitled to contest in any way the approval of the terms and conditions of this Agreement or the Court's Final Approval Order or Final Judgment except by timely filing and submitting written objections in accordance with the provisions of this Agreement. The Settlement Administrator shall provide Class Counsel and Defense Counsel with copies of all written objections within three (3) business days of their receipt by the Settlement Administrator.

V. NO PAYMENTS TO OBJECTORS

72. Class Counsel and Defendants agree that no payments or other consideration shall be provided to any objector or to counsel for any objector to the Settlement in connection with the objector withdrawing an objection, forgoing the right to appeal an objection, or withdrawing an appeal unless such payment is disclosed to and approved by the Court.

1 **VI. CLASS CERTIFICATION FOR SETTLEMENT PURPOSES ONLY.**

2 73. The Parties stipulate to class certification for purposes of settlement only, and
3 only as to the precise terms as set forth in this Agreement. Defendants contend that the facts do
4 not justify class certification under the governing legal standards absent settlement; should the
5 Settlement not be approved by the Court, or should the Settlement not proceed for any other
6 reason, Defendants specifically reserve the right to contest a future motion for class certification.
7 The Court has not ruled on class certification in the underlying litigation. Consequently, the
8 Parties will request approval of a Settlement Class for purposes of administration and resolution
9 of the litigation only.

10 **VII. RELEASE OF CLAIMS.**

11 74. On the Effective Date, for the benefits and consideration outlined in this
12 Agreement, all Settlement Class Members who have not timely and properly opted out of the
13 Settlement Class, and each of their respective executors, representatives, heirs, successors,
14 trustees, guardians, agents, and all those who claim through them or who assert claims on their
15 behalf, fully and forever release, waive, acquit, and discharge the Released Parties from any
16 claims that were or could have been asserted in the Complaint, including, but not limited to,
17 claims arising under the FCRA and equivalent provisions under state and local law. This release
18 of claims explicitly includes claims for actual damages, statutory damages, and punitive
19 damages, as well as for attorneys' fees and costs, but excludes claims relating to discrimination
20 or any claims asserted in *Lee v. Hertz Corp.*, No. 18-cv-07481-RS (N.D. Cal.) (asserting racial
21 discrimination claims based on Hertz's background check policy).

22 75. Settlement Class Members are not providing a general release of claims. The
23 release set forth in Paragraph 74 sets forth the entirety of the claims released by Settlement Class
24 Members. However, the Released Claims *include* claims which are not known to or suspected
25 by Settlement Class Members. Therefore, in order to effectuate this Release the Named
26 Plaintiffs and each Settlement Class Member shall be deemed, as of the date the Final Approval
27 Order is entered, to have knowingly and voluntarily waived any and all provisions of law which
28

1 require the releasor to have knowledge or suspicion of the claim at the time of the release. This
2 voluntary waiver extends to all rights and benefits conferred by any statute, rule or legal doctrine
3 which is similar, comparable or equivalent to Cal. Code. § 1542, which provides that:

4 **A general release does not extend to claims that the creditor or releasing party does**
5 **not know or suspect to exist in his or her favor at the time of executing the release**
6 **and that, if known by him or her, would have materially affected his or her**
7 **settlement with the debtor or released party.**

8 **VIII. TIMING OF BRIEFING, FINAL APPROVAL HEARING, & PAYMENTS**

9 76. Plaintiffs moved for preliminary settlement approval by the date set by the Court,
10 February 11, 2019. Plaintiffs shall file their amended motion for preliminary approval at such
11 time as the Court requests it. Defendants shall not oppose the amended motion for preliminary
12 approval.

13 77. Plaintiffs shall file their Motion for Attorneys' Fees, Costs, Class Representative
14 Service Payments, and Settlement Administration Expenses, no later than fourteen (14) days
15 before the Opt-Out & Objections Deadline. The Motion and all supporting documents shall be
16 posted to the Settlement Website within twenty-four (24) hours of being filed.

17 78. Plaintiffs shall move for final settlement approval no later than twenty-one (21)
18 days after the Opt-Out & Objections Deadline.. The motion shall include as an exhibit a
19 declaration from the Settlement Administrator detailing what the Settlement Administrator did to
20 provide notice in this matter, the number of Objections and Opt-Outs (both of which shall also be
21 attached as exhibits), and the number of claims received. Defendants shall not oppose that
22 motion, and the Parties shall jointly request a final fairness hearing as soon as is practicable.

23 79. No later than twenty-one (21) business days following the Effective Date,
24 Defendants shall wire the Settlement Amount to the account established by the Settlement
25 Administrator.

1 80. As soon as is practicable, but no later than seven (7) days following the receipt of
2 the Settlement Amount, the Settlement Administrator shall mail checks to all Category 1 and
3 Category 2 Settlement Class Members who did not opt out, and all Category 3 Claimants.

4 81. As soon as is practicable, but no later than seven (7) days following the receipt of
5 the Settlement Amount, the Settlement Administrator shall wire any approved attorneys' fees
6 and costs to Class Counsel and shall take possession of any amount approved by the Court for
7 payment to the Settlement Administrator.

8 82. Attached hereto as Exhibit G is an estimated timeline of all events contemplated
9 by this Agreement.

10 **IX. MISCELLANEOUS**

11 83. No Admission of Liability. Defendants do not admit any liability and neither this
12 Settlement nor the fact of the Settlement, nor any documents filed in support of the Settlement,
13 shall constitute or be offered, received, claimed, construed, or deemed as an admission, finding
14 or evidence of: (i) any wrongdoing, (ii) any violation of any statute, law or regulation, (iii) any
15 liability on the claims or allegations in the litigation, or any other proceeding, or (iv) the
16 propriety of certifying a litigation class in the litigation or any other proceeding, and shall not be
17 used for any purpose whatsoever in any legal proceeding, other than a proceeding to enforce the
18 terms of the settlement.

19 84. Confidentiality. The Parties agree that Court-approved notice shall be the method
20 through which Settlement Class Members are informed by the Parties of the Settlement. In order
21 to ensure that all publicly disseminated information about the Settlement is accurate and Court-
22 approved, Class Counsel and Named Plaintiffs shall not issue or cause to be issued any press
23 releases or equivalent about the Settlement. Class Counsel may, however, state their
24 appointment as Class Counsel in this litigation to any court for purposes of declaring their class
25 action experience and may include general information about the case, including the settlement,
26 on professional biographies on their website or in printed material setting forth their
27
28

1 qualifications and experience no sooner than two months after the Final Approval Order and
2 Final Judgment.

3 85. Execution of this Agreement. The signatories hereto represent that they are fully
4 authorized to bind the Parties to all terms of this Agreement. The Parties agree that Settlement
5 Class Members are so numerous that it is impossible or impractical to have each Class Member
6 execute this Agreement. This Agreement may be executed on behalf of Class Members by a
7 Class Representative. The Agreement may be executed in counterparts, and all signed and
8 delivered counterparts together may constitute one Agreement binding upon the Parties. A Party
9 may sign and deliver this Agreement by signing on the designated signature block and
10 transmitting that signature page via facsimile or as an attachment to an email to counsel for the
11 other Party. Any such signature shall be deemed an original for purposes of this Agreement and
12 shall be binding upon the Party who transmits the signature page.

13 86. Construction. Except as otherwise stated herein, each substantive term of this
14 Agreement is a material term that the Parties have relied upon in making this Agreement. If the
15 Court does not approve any substantive term, or if the Court effects a material change to the
16 Agreement then the entire Agreement will be, at the Parties' discretion, void and unenforceable.
17 Where this Agreement states that a term is not material, then the Court's refusal to approve that
18 term leaves all the other terms of the Agreement in effect. Before declaring any provision of this
19 Agreement invalid, the Parties intend that the Court shall first attempt to construe the provision
20 valid to the fullest extent possible so as to render all provisions of this Agreement enforceable.
21 Each Party participated in drafting this Agreement, and its terms shall not be construed against
22 any Party by virtue of draftsmanship. This Agreement includes the terms set forth in each
23 attached exhibit. Each exhibit to this Agreement is an integral part of it. The headings within
24 this Agreement appear for the convenience of reference only and shall not affect the construction
25 or interpretation of any part of this Agreement.

1 87. This Agreement, with its Definitions, Recitals, and Exhibits, constitutes the entire
2 agreement on its subject matter, and supersedes all prior and contemporaneous negotiations and
3 understandings between the Parties.

4 88. No waiver, modification, or amendment of this Agreement shall be valid unless it
5 appears in a writing signed by or on behalf of all Parties, and is approved by the Court. Any
6 failure to insist upon the strict performance of any provision shall not be deemed a waiver of
7 future performance of that provision or of any other provision of this Agreement.

8 89. Nothing in this Agreement is advice by Class Counsel or Defense Counsel
9 regarding taxes or taxability, and no Party is relying upon Class Counsel or Defense Counsel for
10 such advice. Each Party instead is relying exclusively on the Party's own independent tax
11 counsel in connection with this Agreement.

12 90. Each Class Representative and Class Counsel represent that they have not
13 assigned, transferred, conveyed, or otherwise disposed of any Released Claim or claim to
14 attorneys' fees and costs to be paid under this Agreement. Each Class Representative and Class
15 Counsel further represent and warrant that there are not any liens or claims against any amount
16 that Defendants are to pay under this Agreement.

17 91. The Parties will comply with the covenants of good faith and fair dealing and
18 otherwise affirmatively agree to perform such acts and to execute and deliver such documents as
19 are reasonably necessary to carry out this Agreement. In the same spirit, the Parties agree to
20 make all reasonable efforts to avoid unnecessary Administrative Costs.

21 92. The Parties represent that they have not solicited or encouraged, or assisted, and
22 will not solicit or encourage, objections or opt-outs.

23 93. If the Parties dispute the interpretation of this Agreement, then they will attempt
24 to resolve the dispute informally. If those efforts fail, they will mediate the dispute. The Parties
25 will split the costs of the mediator, and the Parties will bear their own fees and costs. The Court
26 shall retain jurisdiction over enforcement and implementation of this Agreement, and can require
27 specific performance, although the Court lacks jurisdiction to modify the terms of this
28

1 Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party
2 will be entitled to recover attorneys' fees and costs incurred in that action.

3 **SO AGREED:**

4 **FOR DEFENDANTS:**

5
6 Date: 4/4/2019

7
8 Date: 4/4/2019

9
10
11 Date: 4/4/2019

For The Hertz Corporation:

For Dollar Thrifty Automotive Group, Inc.:

Nixon Peabody LLP:

Counsel for Defendants

13 **FOR PLAINTIFFS & SETTLEMENT CLASS:**

14
15 Date:

Peter Lee

16
17 Date:

Latonya Campbell

18
19
20 Berger Montague PC

21 Date:

E. Michelle Drake

22
23 Outten & Golden LLP

24 Date:

Jahan Sagafi

25
26
27
28

Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party will be entitled to recover attorneys' fees and costs incurred in that action.

SO AGREED:

FOR DEFENDANTS:

For The Hertz Corporation:

Date: _____

For Dollar Thrifty Automotive Group, Inc.:

Date: _____

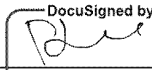
Nixon Peabody LLP:

Date: _____

Counsel for Defendants

FOR PLAINTIFFS & SETTLEMENT CLASS:

Date: 4/3/2019

DocuSigned by:

B46186C7FCCA4CA...
Peter Lee

Date: _____

Latonya Campbell

Berger Montague PC

Date: _____

E. Michelle Drake

Outten & Golden LLP

Date: _____

Jahan Sagafi

Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party will be entitled to recover attorneys' fees and costs incurred in that action.

SO AGREED:

FOR DEFENDANTS:

For The Hertz Corporation:

Date: _____

For Dollar Thrifty Automotive Group, Inc.:

Date: _____

Nixon Peabody LLP:

Date: _____

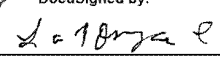
Counsel for Defendants

FOR PLAINTIFFS & SETTLEMENT CLASS:

Date: _____

Peter Lee

Date: 4/5/2019

DocuSigned by:

1073FA394807491...

Latonya Campbell

Berger Montague PC

Date: _____

E. Michelle Drake

Outten & Golden LLP

Date: _____

Jahan Sagafi

Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party will be entitled to recover attorneys' fees and costs incurred in that action.

SO AGREED:

FOR DEFENDANTS:

For The Hertz Corporation:

Date:

For Dollar Thrifty Automotive Group, Inc.:

Date:

Nixon Peabody LLP:

Date:

Counsel for Defendants

FOR PLAINTIFFS & SETTLEMENT CLASS:

Date:

Peter Lee

Date:

Latonya Campbell

Berger Montague PC

Date: April 5, 2019

E. Michelle Drake

Outten & Golden LLP

Date: 4/5/2019

Jahan Sagafi

EXHIBIT A

COURT ORDERED
NOTICE

Lee & Campbell
v.
*The Hertz Corp. &
Dollar Thrifty Auto.
Grp., Inc.*

Case No. CGC-15-547520
Class Action Notice

Lee & Campbell v. The Hertz Corp. & Dollar Thrifty Auto. Grp., Inc.

c/o ADMINISTRATOR

ADDRESS

ADDRESS

FIRST CLASS
MAIL
US POSTAGE
PAID
Permit# _____



Postal Service: Please do not mark barcode

ABC-1234567-8

First Last

Address1

Address2

City, State, Zip Code

A settlement has been reached in a class action lawsuit against Hertz & Dollar Thrifty ("Hertz") for alleged violations of the Fair Credit Reporting Act. Plaintiffs claim that Hertz failed to make required disclosures before obtaining background checks on employees and applicants, and failed to provide pre-adverse action notice before taking action based on a background check. Hertz vigorously denies that it violated any law, but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the Litigation. This Notice summarizes the proposed Settlement. For the complete terms and conditions of the Settlement, review the Settlement Agreement, available at www.URL.com.

Am I a Class Member? Hertz's records indicate you are a Category 1 Settlement Class Member, which means that records indicate that you applied for employment with Hertz or Dollar Thrifty, and had a conditional offer of employment with Hertz or Dollar Thrifty withdrawn at some time between August 21, 2013 and September 8, 2016.

What Can I Get? If the Settlement is approved by the Court and you do not opt out, you will receive a settlement payment. The amount of your payment will depend on the total number of participating Class Members, and the amount of attorneys' fees, Class Representative awards, and administration costs approved by the Court. The total settlement fund is \$1,619,000. Class Counsel estimates that Category 1 Class Members, like you, will receive approximately \$xx, although this number will vary depending on the amount of attorneys' fees, Class Representative awards, administration costs, and the final number of participating Class Members.

How Do I Get a Payment? You do not need to do anything to receive a payment, should the Settlement be approved by the Court.

What Are My Other Options? You may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator postmarked by **Date**. If you exclude yourself, you cannot receive a settlement payment, but you keep any rights you may have to sue Hertz over the legal issues in this Litigation. If you do not exclude yourself, you and/or your own lawyer have the right to appear before the Court and/or object to the Settlement. Your written objection must be mailed by first class mail to the Settlement Administrator with a postmark no later than **Date**. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.URL.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC, Outten & Golden LLP, and Lawyers' Committee for Civil Rights of the San Francisco Bay Area to serve as Class Counsel. They will petition to be paid legal fees and expenses from the settlement fund of one-third of the fund, as well as out-of-pocket costs, and Class Representative Service Payments. However, you may hire your own lawyer at your expense if you so choose.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on **DATE at TIME** at 400 McAllister Street, Department 305, San Francisco, CA 94102. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees, Class Representative awards, and administration costs, and determine whether the Settlement should be approved.

How Do I Get More Information? For more information, including the full Notice and Settlement Agreement, go to www.URL.com, or contact the Settlement Administrator at 1-800-XXX-XXXX. **You should also update your contact information with the Settlement Administrator at www.URL.com to ensure you get all future mailings.**

EXHIBIT B

COURT ORDERED NOTICE

Lee & Campbell
v.
*The Hertz Corp. &
Dollar Thrifty Auto.
Grp., Inc.*

Case No. CGC-15-547520

Class Action Notice

Lee & Campbell v. The Hertz Corp. & Dollar Thrifty Auto. Grp., Inc.

c/o ADMINISTRATOR

ADDRESS

ADDRESS

FIRST CLASS
MAIL
US POSTAGE
PAID
Permit# __



Postal Service: Please do not mark barcode

ABC-1234567-8

First Last

Address1

Address2

City, State, Zip Code

A settlement has been reached in a class action lawsuit against Hertz & Dollar Thrifty ("Hertz") for alleged violations of the Fair Credit Reporting Act. Plaintiffs claim that Hertz failed to make required disclosures before obtaining background checks on employees and applicants, and failed to provide required pre-adverse action notice before taking action based on a background check. Hertz vigorously denies that it violated any law, but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the Litigation. This Notice summarizes the proposed Settlement. For the complete terms and conditions of the Settlement, review the Settlement Agreement, available at www.URL.com.

Am I a Class Member? Hertz's records indicate you are a Category 2 Settlement Class Member, which means that records indicate that you applied for employment with Hertz or Dollar Thrifty, and either received a conditional offer of employment from Hertz or Dollar Thrifty at some point between August 21, 2013 and December 31, 2014 that required a background check be run on you **OR** you received a conditional offer of employment from Hertz or Dollar Thrifty as a Transporter at some point between January 1, 2015 and December 31, 2015.

What Can I Get? If the Settlement is approved by the Court and you do not opt out, you will receive a settlement payment. The amount of your payment will depend on the total number of participating Class Members, and the amount of attorneys' fees, Class Representative awards, and administration costs approved by the Court. The total settlement fund is \$1,619,000. Class Counsel estimates that Category 2 Class Members, like you, will receive approximately \$xx, although this number will vary depending on the amount of attorneys' fees, Class Representative awards, administration costs, and the final number of participating Class Members.

How Do I Get a Payment? You do not need to do anything to receive a payment, should the Settlement be approved by the Court.

What Are My Other Options? You may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator postmarked by **Date**. If you exclude yourself, you cannot receive a settlement payment, but you keep any rights you may have to sue Hertz over the legal issues in this Litigation. If you do not exclude yourself, you and/or your own lawyer have the right to appear before the Court and/or object to the Settlement. Your written objection must be mailed by first class mail to the Settlement Administrator and postmarked no later than **Date**. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.URL.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC, Outten & Golden LLP, and Lawyers' Committee for Civil Rights of the San Francisco Bay Area to serve as Class Counsel. They will petition to be paid legal fees and expenses from the settlement fund of one-third of the fund, as well as out-of-pocket costs, and Class Representative Service Payments. However, you may hire your own lawyer at your expense if you so choose.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on **DATE at TIME** at 400 McAllister Street, Department 305, San Francisco, CA 94102. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees, Class Representative awards, and administration costs, and determine whether the Settlement should be approved.

How Do I Get More Information? For more information, including the full Notice and Settlement Agreement, go to www.URL.com, or contact the Settlement Administrator at 1-800-XXX-XXXX. **You should also update your contact information with the Settlement Administrator at www.URL.com to ensure you receive all future mailings.**

EXHIBIT C

COURT ORDERED
NOTICE

*Lee & Campbell v.
The Hertz Corp. &
Dollar Thrifty Auto.
Grp., Inc.*

Case No. CGC-15-547520

Class Action Notice &
Claim Form

Claim Filing
Deadline: xx/xx/xxxx

Lee & Campbell v. The Hertz Corp. & Dollar Thrifty Auto. Grp., Inc.

c/o ADMINISTRATOR

ADDRESS

ADDRESS

FIRST CLASS
MAIL
US POSTAGE
PAID
Permit# __



Postal Service: Please do not mark barcode

ABC-1234567-8

First Last

Address1

Address2

City, State, Zip Code

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

Case No. CGC-15-547520

Claim Form & Release

*Lee & Campbell v. The Hertz Corp. &
Dollar Thrifty Auto. Grp., Inc.*

c/o ADMINISTRATOR

ADDRESS



Claim #: ABC-1234567-8

Name/Address Changes:

«First1» «Last1»

«CO»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

IF YOU MOVE, send your CHANGE OF ADDRESS to ADMINISTRATOR at the above address or
update your information online at URL

**To Receive A Payment You Must Check the Applicable Box Below, Sign And Mail This Claim Form,
Postmarked On Or Before DATE or Complete a Claim Form Online at URL On or Before DATE.**

The undersigned declares, under penalty of perjury under the laws of the State of California, that the following is true and correct to the best of my knowledge and belief (select one or more of the following):

I did not receive a document containing a stand-alone disclosure that Hertz or Dollar Thrifty would procure a background report on me

I experienced other problems caused by Hertz or Dollar Thrifty's background report or disclosure forms

Signature: _____

Date: _____

Phone Number: _____

Email: _____

A settlement has been reached in a class action lawsuit against Hertz & Dollar Thrifty ("Hertz") for alleged violations of the Fair Credit Reporting Act. Plaintiffs claim that Hertz failed to make legally required disclosures before obtaining background checks on employees and applicants, and failed to provide required pre-adverse action notice before taking action based on a background check. Hertz vigorously denies that it violated any law, but has agreed to the Settlement to avoid the uncertainties and expenses associated with continuing the Litigation. This Notice summarizes the proposed Settlement. For the complete terms and conditions of the Settlement, review the Settlement Agreement, available at www.URL.com.

Am I a Class Member? Hertz's records indicate you are a Category 3 Settlement Class Member, which means that records indicate that you applied for employment with Hertz or Dollar Thrifty, and received a conditional offer of employment from Hertz or Dollar Thrifty at some point between January 1, 2015 and September 8, 2016.

What Can I Get? If the Settlement is approved by the Court and you submit a Claim Form within the deadline, and you do not opt out, you will receive a settlement payment. The amount of your payment will depend on the final number of participating Class Members, and the amount of attorneys' fees, Class Representative awards, and administration costs approved by the Court. The total settlement fund is \$1,619,000. Class Counsel estimates that Category 3 Class Members, who return timely, valid Claim Forms, will receive approximately \$~~xxx~~, although this number will vary depending on the amount of attorneys' fees, Class Representative awards, administration costs, and the final number of participating Class Members.

How Do I Get a Payment? You must submit a timely and properly completed Claim Form postmarked no later than **DATE**. You will lose your right to sue Hertz for claims that were or could have been brought in this lawsuit. You may use the Claim Form attached to this Notice or complete one online at www.URL.com.

What Are My Other Options? (1) Do Nothing. If you do nothing in response to this notice, you will receive no monetary recovery and will lose both your right to sue Hertz over matters related to this suit in the future and to object to the settlement of this suit. (2) Exclude Yourself. You may exclude yourself from the Settlement Class by mailing a written notice to the Settlement Administrator postmarked by **Date**. If you exclude yourself, you cannot receive a settlement payment, but you keep any rights you may have to sue Hertz over the legal issues in this Litigation. (3) Object. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the Settlement. Your written objection must be mailed by first class mail to the Settlement Administrator and postmarked no later than **Date**. Specific instructions on how to object to or exclude yourself from the Settlement are available at www.URL.com.

Who Represents Me? The Court has appointed a team of lawyers from Berger Montague PC, Outten & Golden LLP, and Lawyers' Committee for Civil Rights of the San Francisco Bay Area to serve as Class Counsel. They will petition to be paid legal fees and expenses from the settlement fund of one-third of the fund, as well as out-of-pocket costs, and Class Representative Service Payments. However, you may hire your own lawyer at your expense if you so choose.

When Will the Court Consider the Settlement? The Court will hold a final approval hearing on **DATE** at **TIME** at 400 McAllister Street, Department 305, San Francisco, CA 94102. At that hearing, the Court will hear any objections concerning the fairness of the Settlement, decide whether to approve the requested attorneys' fees, Class Representative awards, and administration costs, and determine whether the Settlement should be approved.

How Do I Get More Information? For more information, including the full Notice, Settlement Agreement, and a copy of the Claim Form, go to www.URL.com, or contact the Settlement Administrator at 1-800-XXX-XXXX.

Business Reply Mail
Artwork

EXHIBIT D

**LEGAL NOTICE BY ORDER OF THE SUPERIOR COURT OF CALIFORNIA
FOR SAN FRANCISCO COUNTY**

Lee & Campbell v. The Hertz Corp. & Dollar Thrifty Auto. Grp., Inc.; Case No. CGC-15-547520

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

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

- This Notice relates to a proposed Settlement in a class action lawsuit that alleges that The Hertz Corporation and Dollar Thrifty Automotive Group, Inc. (“Hertz”) violated the Fair Credit Reporting Act (“FCRA”) by failing to provide required background check related disclosures and notices to job applicants.
- Hertz denies that it violated the law in any fashion whatsoever. The two sides disagree as to whether Hertz’s conduct was permitted under the FCRA, whether Hertz would be liable under the FCRA with respect to that conduct, and if so, the extent of any such liability. The parties have agreed to resolve the lawsuit against Hertz through a settlement.
- There are three Categories of the Settlement Class, which are defined in detail within this Notice. Membership in the Settlement Class, and Categories, will be determined based upon Hertz’s records. You may be eligible to receive a payment from this class action settlement. For Category 1 Settlement Class Members, the parties estimate that those who do not opt out will receive a monetary payment of approximately \$xx. For Category 2 Settlement Class Members who do not opt out and, Category 3 Settlement Class Members who do not opt out and return timely and valid Claim Forms, the parties estimate those individuals will each receive a monetary payment of approximately \$xx.
- If you are a Settlement Class Member, your individual mailed notice indicates which Category you are in. If you have questions about your Category, you can contact the Settlement Administrator.
- The final amount of monetary payments Class Members will receive depends on the Category, the number of final participating Class Members, and other factors, as further described in the Settlement Agreement. All Class Members will receive non-monetary relief as described in the Settlement Agreement.
- The Court still has to decide whether to approve this Settlement, which may take some time.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Claim Form	If you are a Category 3 Settlement Class Member, you should have received a postcard notice in the mail, with an attached Claim Form. If you are a Category 3 Settlement Class Member and you wish to receive a payment under the Settlement, you must return the Claim Form. Claim Forms must be postmarked or submitted online no later than DATE.

Do Nothing	If you are a Category 1 or 2 Settlement Class Member, you should have received a postcard notice in the mail indicating your Category. If you are a Category 1 or 2 Settlement Class Member and do nothing, you will receive a payment and you will not be able to sue Hertz for this conduct in the future. If you are a Category 3 Settlement Class Members and do not return the Claim Form, you will receive no payment and you will not be able to sue Hertz for this conduct in the future.
Exclude Yourself	Receive no payment. This is the only option that allows you ever to be part of any other lawsuit or legal action against Hertz about the background check related matters being resolved in this Settlement. Your written request to exclude yourself must be mailed to the Settlement Administrator and postmarked by DATE .
Object	Write about why you object to the Settlement. Objections must be mailed to the Settlement Administrator and postmarked no later than DATE . If you are in Category 3 and you object, you must still return a Claim Form by DATE if you wish to receive a payment if the Settlement is approved.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement. The Final Fairness Hearing will be held on DATE and TIME . You are not required to attend the hearing.

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Basic Information

1. Why did I get this Notice?

The postcard notice that you received by mail indicates which Category of the Settlement Class you are a member of. This longer Notice has been posted because members of the Settlement Class have a right to know about a proposed settlement of a class action lawsuit in which they are class members, and about all of their options, before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after objections or appeals relating to the Settlement are resolved, the payments provided for by the Settlement will be available to Category 1 and Category 2 Settlement Class Members who do not opt out, and to Category 3 Settlement Class Members who return timely and valid Claim Forms and who do not opt out.

The Settlement Class is defined as: all persons who applied for employment with The Hertz Corporation or Dollar Thrifty Automotive Group, Inc. in the United States at any time from August 21, 2013 to September 8, 2016, and who are members of Category 1, 2 and/or 3 as set forth below:

Category 1. All individuals who, at any time from August 21, 2013 to September 8, 2016, had a conditional offer of employment withdrawn by Defendants.

Category 2. All individuals who, at any time from August 21, 2013 to December 31, 2014, received conditional offers of employment from Defendants requiring a background check be run on the individuals, OR, who, at any time from January 1, 2015 to December 31, 2015, received conditional offers of employment as Transporters from Defendants.

Category 3. All individuals who, at any time from January 1, 2015 to September 8, 2016, received conditional offers of employment from Defendants.

Composition of the Settlement Class and Categories is based upon Hertz's records.

This Notice explains the lawsuit, the Settlement, your legal rights, what payments are available, who is eligible for a payment, and how to get a payment. A full copy of the Settlement Agreement may be reviewed at the Settlement Website: www.URL.com. This Notice contains only a summary of the Settlement Agreement.

The Court in charge of this case is the Superior Court of California, County of San Francisco, and the case is known as *Lee & Campbell v. The Hertz Corp. & Dollar Thrifty Auto. Grp., Inc.*, Case No. CGC-15-547520. The persons who filed this lawsuit are called the Plaintiffs, and The Hertz Corporation and Dollar Thrifty Automotive Group, Inc. (collectively referred to as "Hertz" in this Notice) are the Defendants.

2. What is the lawsuit about?

Plaintiffs allege that Hertz violated the Fair Credit Reporting Act ("FCRA") in two ways. First, Plaintiffs allege that Hertz failed to provide proper legally required disclosures to individuals before

obtaining background checks on them for employment purposes. Second, Plaintiffs allege that Hertz failed to provide individuals with a copy of their background checks and a notice of their rights before allegedly taking adverse employment action against them.

Hertz disputes Plaintiffs' allegations and denies all liability to Plaintiffs and the Settlement Class. In the lawsuit, Hertz has denied Plaintiffs' allegations and has raised a number of defenses to the claims asserted.

No court has found Hertz to have violated the law in any way. No court has found that the Plaintiffs could recover any certain amount in this litigation.

Although the Court has authorized Notice of the proposed Settlement to be given, this Notice does not express the opinion of the Court on the merits of the claims or defenses asserted by either side in the lawsuit.

3. Why is this case a class action?

Class actions are lawsuits in which the claims and rights of many people are decided in a single proceeding. In a class action, representative plaintiffs ("class representatives") seek to assert claims on behalf of all members of a class of similarly situated people. In a class action, people with similar claims are treated alike. The court is guardian of the class's interests and supervises the prosecution of the class claims by counsel for the class to assure that the representation is adequate. Class members are not individually responsible for the costs or fees of counsel, which are subject to court award.

4. Why is there a settlement?

The Court did not decide this case in favor of Plaintiffs or in favor of Hertz. Instead, Counsel for the Settlement Class investigated the facts and applicable law regarding Plaintiffs' claims against Hertz, and Hertz's defenses. The parties engaged in lengthy and arms-length negotiations to reach this Settlement. Plaintiffs and Counsel for the Settlement Class believe that the proposed Settlement is fair, reasonable, and adequate and in the best interests of the Class.

Both sides agree that, by settling, Hertz is not admitting any liability or that it did anything wrong. Both sides want to avoid the uncertainties and expense of further litigation.

Who Is In The Settlement

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

You are a part of the Settlement if you meet the definition of the Settlement Class:

All persons who applied for employment with The Hertz Corporation or Dollar Thrifty Automotive Group, Inc., in the United States, at any time from August 21, 2013 to September 8, 2016, and who are members of Category 1, 2 and/or 3 as set forth below:

Category 1. All individuals who, at any time from August 21, 2013 to September 8, 2016, had a conditional offer of employment withdrawn by Defendants.

Category 2. All individuals who, at any time from August 21, 2013 to December 31, 2014, received conditional offers of employment from Defendants requiring a background check be run on the individuals, OR, who, at any time from January 1, 2015 to December 31, 2015, received conditional offers of employment as Transporters from Defendants.

Category 3. All individuals who, at any time from January 1, 2015 to September 8, 2016, received conditional offers of employment from Defendants.

If you meet the definition of Category 1 or 2, you will be eligible to receive a payment without submitting a claim form. If you meet the definition of Category 3, you must return a claim form to receive a payment. All Settlement Class Members will be bound to the releases contained in the Settlement Agreement unless they opt out.

If you received a postcard notice in the mail, Hertz's records indicate you are a member of the Settlement Class. Your postcard notice indicates what Category you are a member of. If you are not certain as to whether you are a member of the Settlement Class, or which Category you are a member of, you may contact the Settlement Administrator to find out. In all cases, the question of class membership will be determined based on Hertz's records.

The Settlement Benefits—What You Get

6. What does the Settlement provide?

If you are a member of the Settlement Class, you may receive a payment under the Settlement.

Through this Settlement, Defendants will pay \$1,619,000 into a Settlement Fund to be distributed to members of the Class. The amount distributed to any individual claimant will depend on the number of participating Class Members, which Category the individual is a member of, as well as the amount of attorneys' fees and costs awarded by the Court, Class Representative service awards, and the payment to the Settlement Administrator.

Each Category 1 Settlement Class Members will receive a payment that is two times the amount of the payment that each Category 2 and Category 3 participating Class Member receives. Members of Category 1 and 2 do not need to do anything to receive a check. Members of Category 3 must return a Claim Form to receive a payment.

Class Members will have ninety days to cash their settlement checks. If any of the Settlement Fund is left over after the check cashing deadline, and after all attorneys' fees, expenses and administrative costs have been paid, such left over amounts will be distributed to the parties' designated charitable organizations, the Southern Center for Human Rights and Public Justice.

The exact amount you will receive will vary depending on the amount of attorneys' fees, Class Representative service awards and administration costs, as well as the number of Settlement Class Members participating in the Settlement.

The parties estimate that Category 1 Settlement Class Members who do not opt out will receive approximately \$xx, and that Category 2 Settlement Class Members who do not opt out and Category 3 Settlement Class Members who do not opt out and who return timely and valid Claim Forms will receive approximately \$xx. These amounts are estimates only and the actual amounts paid will depend on the other factors outlined above.

7. How can I get a payment?

In order to qualify and receive a payment, Category 3 Settlement Class Members must either submit the Claim Form attached to their postcard notice via mail, or complete a Claim Form through the Settlement Website (www.URL.com), by **DATE**. Claims Forms must be submitted or postmarked by **DATE**. Category 1 and 2 Settlement Class Members do not need to do anything to receive a payment.

If the Settlement is approved, and you do not opt out (Category 1 and 2) or you timely return the Claim Form and do not opt out (for Category 3), the Settlement Administrator will send you any payment that you are entitled to under the Settlement.

If you change your name or mailing address before you receive your payment, please go to www.URL.com and update your information to ensure that you receive your payment.

8. When would I get my payment?

The Court will hold a Final Fairness Hearing at **TIME** on **DATE** in the Superior Court of California, County of San Francisco, Department 305, 400 McAllister Street, San Francisco, CA 94102, to decide whether to approve the Settlement. If the Settlement is approved, there may be appeals. Payments to members of the Settlement Class will be made only if the Settlement is finally approved. This may take some time, so please be patient.

9. What am I giving up to get a payment or stay in the Class?

You will be bound by any judgment arising from the Settlement. Upon the Court's approval of the Settlement, all members of the Settlement Class who do not exclude themselves (as well as respective executors, representatives, heirs, successors, trustees, guardians, agents, and all those who claim through them or who assert claims on their behalf) will fully release The Hertz Corporation and Dollar Thrifty Automotive Group, Inc. (and its affiliates, subsidiaries, employees, and others who may be subject to claims with respect to Hertz as further specified in the Settlement Agreement) from any claims that were or could have been asserted in the Complaint, including, but not limited to, claims arising under the FCRA and equivalent provisions under state and local law. This release of claims explicitly includes claims for actual damages, statutory damages, and punitive damages, as well as for attorneys' fees and costs. This release may affect your rights, and may carry obligations, in the future. To view the full terms of this release, which are contained in the Settlement Agreement, please visit www.URL.com.

10. How do I get out of the Settlement?

If you choose to be excluded from the Settlement (“opt out”), you will not receive any money, and you will not be bound by any judgment or other final disposition of the lawsuit. You will retain any claims against Hertz that you might have. To request exclusion, send, via U.S. mail, a written notice addressed to the Settlement Administrator indicating your name and address and stating that you desire to opt out of the Settlement or otherwise does not want to participate in the Settlement. **Your request for exclusion must be sent by first-class mail, postmarked on or before DATE**, addressed to:

ADMINISTRATOR
ADDRESS
ADDRESS

If the request is not postmarked on or before DATE, your request for exclusion will be invalid, and you will be bound by the terms of the Settlement approved by the Court.

If you choose to be excluded from the Settlement, you will not be bound by any judgment or other final disposition of the lawsuit. You will retain any claims against Hertz you may have.

11. If I don’t exclude myself, can I sue Hertz for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Hertz for the claims that this Settlement resolves, even if you do not file a Claim Form. If you have a pending lawsuit against Hertz, speak to your lawyer in that case immediately.

12. If I exclude myself, can I get a payment from this Settlement?

No. If you exclude yourself, you are not part of the Settlement.

The Lawyers Representing You

13. Do I have a lawyer in this case?

Your interest as a member of the Settlement Class will be represented by the Class Representatives and Counsel for the Settlement Class. The Court has appointed Peter Lee and Latonya Campbell as Class Representatives. The Court has appointed E. Michelle Drake, and Joseph C. Hashmall of Berger Montague PC, Jahan Sagafi and Relic Sun of Outten & Golden LLP, and Elisa Della-Piana and Keith Wurster of Lawyers’ Committee for Civil Rights of the San Francisco Bay Area as Counsel for the Settlement Class.

You may hire your own attorney to advise you, but if you hire your own attorney, you will be responsible for paying your attorney’s fees.

14. How will the lawyers be paid?

Counsel for the Settlement Class intend to apply to the Court for an award of attorneys’ fees, in an amount not greater than one-third of the Settlement Funds (\$539,667), plus documented, customary out-of-pocket expenses incurred during the case, not to exceed \$60,000. The Court may award less.

Counsel for the Settlement Class also will seek compensation for the Named Plaintiffs in an amount not to exceed \$10,000 (\$5,000 each). In all cases, these amounts will be paid directly out of the Settlement Fund. Amounts paid to Class Counsel as fees and expenses and service awards to the Named Plaintiffs will reduce the amount that can be paid out to the Settlement Class. The attorneys representing the Class have handled this case on a contingency basis. To date, they have not been paid anything for their work, and they have paid all of the litigation costs out-of-pocket, without any reimbursement. Class Counsel will be required to submit a fee request to the Court demonstrating why the fees and costs they are seeking are reasonable. This petition will be available on the Settlement Website no later than **DATE TWO WEEKS BEFORE OBJECTION DEADLINE**.

Objecting To The Settlement

15. How do I tell the Court that I don't like the Settlement?

You can object to any aspect of the proposed Settlement by submitting a written objection. You can also attend the Final Fairness Hearing.

Written objections must include: (i) your name, address, telephone number, and email address; (ii) a statement that you are a member of the Settlement Class; (iii) the basis for the objection to the Settlement. You must mail your objection by first class mail to the Settlement Administrator at the following address postmarked no later than **DATE**:

**SETTLEMENT ADMINISTRATOR
ADDRESS**

Any member of the Settlement Class who does not raise an objection in the time and manner described above will not be permitted to raise that objection later.

16. What's the difference between objecting and excluding myself?

Objecting is simply telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement. Excluding yourself is telling the Court that you don't want to be part of the Settlement. If you exclude yourself, you have no basis to object because the lawsuit no longer affects you.

17. Where and when will the Court decide whether to approve the Settlement?

There will be a Final Fairness Hearing to consider approval of the proposed settlement at **TIME** on **DATE** at the Superior Court of California, County of San Francisco, Department 305, 400 McAllister Street, San Francisco, CA 94102. The hearing may be postponed to a later date without further notice, but any such delay will be noted on the Settlement Website at www.URL.com. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of the Settlement; whether the Settlement Class is adequately represented by Plaintiffs and Counsel for the Settlement Class; and whether an order and final judgment should be entered approving the proposed Settlement. The Court also will consider Class Counsel's application for an award of attorneys' fees and expenses and the Named Plaintiffs' service awards.

You will be represented at the Final Fairness Hearing by Counsel for the Settlement Class, unless you choose to enter an appearance in person or through your own counsel. The appearance of your own attorney is not necessary to participate in the Final Fairness Hearing.

18. Do I have to come to the hearing?

No. Counsel for the Settlement Class will represent the Settlement Class at the Final Fairness Hearing, but you are welcome to come at your own expense. If you send any objection, you do not have to come to Court to talk about it. As long as you submitted your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, if you wish.

Getting More Information

19. Are there more details about the Settlement?

This Notice is only a summary.

The full Settlement Agreement and certain pleadings filed in the case are available at www.URL.com or can be requested from the Settlement Administrator, identified above.

You may also access the papers filed in this case online at <https://sfsuperiorcourt.org/online-services>. Choose “Case Query” and then enter the Case number: CGC-15-547520.

If you wish to review any papers filed with the Court in person, you may do so during regular business hours at the office of the Clerk of the Court, the Superior Court of California, County of San Francisco, 400 McAllister Street, San Francisco, CA 94102, File: *Lee & Campbell v. The Hertz Corp. & Dollar Thrifty Auto. Grp., Inc.*, Case No. CGC-15-547520.

20. How do I get more information?

You can visit www.URL.com or contact the Settlement Administrator, identified in paragraph 10 above. The Settlement Administrator’s toll-free telephone number is: _____. **Do not contact the Court for information.**

EXHIBIT E

Gross Settlement Fund	\$ 1,619,000.00		
Requested Attorneys' Fees	\$ 539,666.67		
Est. Requested Attorneys' Costs	\$ 60,000.00		
Requested Class Rep Awards	\$ 10,000.00		
Est. Requested Settlement Admin. Expenses	\$ 55,507.00		
Net Settlement Fund Should all Requests be Granted	\$ 953,826.33	Net Amount per Settlement Share	\$ 50.35
		Number of Settlement Shares	Net per Class Member Payout
Number of Category 1 Settlement Class Members	2,427	4,854	\$ 100.69
Number of Category 2 Settlement Class Members	12,429	12,429	\$ 50.35
Number of Category 3 Settlement Class Members	16,620	1,662	\$ 50.35
Estimated Number of Category 3 Claimants (10% claims rate)	1,662		

EXHIBIT F

Jean Hibray | Berger Montague P.C. | jhibray@bm.net
Lee v. Hertz Corp.

Assumptions and Notes:

1. Assumes class size of 31,476
2. Mail double postcard with tear-away claim form to 16,620 class members
3. Mail single postcard to 14,856 class members
4. Receive and process undeliverables (assumes 15% of mail) and remail forwards (assumes 5% of undeliverable mail)
5. Toll-free number with IVR (assumes 3% call rate and 2 min. per call)
6. Interactive settlement website with online filing capability
7. Receive and process opt-outs
8. Receive and process claims (assumes 15% filing rate from class members receiving claim forms; 90% online and 10% by mail)
9. Establish and manage Qualified Settlement Fund
10. Distribute settlement payments to 14,856 class members who received notice only and 2,493 eligible claimants (assumes 17,349 checks)

						Cost Estimate
Project Management						
Interaction with counsel, status reports, supervision of project team, resolution of issues, court report						
Estimated Months: 12						\$ 5,100
Case-Specific Website with Online Filing						
Develop and host dedicated website with downloadable forms, and online claim submission						
						\$ 6,850
Call Center						
Set up toll-free number and IVR menu, answer and document calls; monthly and per-minute charges						
Estimated Calls: 950						\$ 3,150
Database Management						
Class list clean-up, research and update addresses via NCOA and skip-trace databases						\$ 1,150
Electronic Data Storage						\$ 250
Create project specific database; develop processing procedures						\$ 750
						\$ 2,150
Mail Notice						
Format/quality review notice						\$ 700
Print and mail notice - double postcard						
Estimated items mailed 16,620						
Printing/Materials/Mailing Services \$ 0.10						\$ 1,662
						\$ 1,662
Print and mail notice - single postcard						
Estimated items mailed 14,856						
Printing/Materials/Mailing Services \$ 0.09						\$ 1,337
						\$ 1,337
Track undeliverables; remail forwards						\$ 1,300
						\$ 1,300
						\$ 4,999
Process Forms						
Process mailed forms						
Estimated forms received 249						
Cost per form \$ 2.25						\$ 561
Process online forms						
Estimated forms received 2,244						
Cost per form \$ 0.55						\$ 1,234
Validate forms; final review; identify and resolve issues						\$ 1,150
						\$ 2,945
Process Opt Outs						
Process mailed opt-outs; validate forms; final review; identify and resolve issues						\$ 250
Distribute Benefits						
Calculate, review, and implement individual benefits						\$ 550
Establish QSF/Tax ID; account setup and management; reconciliation						\$ 1,350
Printing and mailing costs						
Estimated Items Mailed 17,349						
Printing/Materials/Mailing Services \$ 0.32						\$ 5,552
						\$ 5,552
Research undeliverables (skip-trace); remail; reissue checks						\$ 2,250
						\$ 9,702
Sub-Total Fees						\$ 35,146
Expenses						
Expenses included but not limited to postage, P.O. Box, etc.						
Postage is estimated and JND will obtain best possible presort discounted rate.						\$ 20,361
Sub-Total Expenses						\$ 20,361
Total Fees & Expenses						\$ 55,507

All services to be provided by JND Legal Administration ("JND") are subject to the following terms and conditions:

1. **SERVICES:** JND agrees to perform all services necessary to complete the tasks outlined in the applicable proposal or other documents or per its understanding about the Client assignment. Such Services do not in any way constitute legal services or advice.
2. **PAYMENT:** The Client agrees to pay JND for the Services as outlined in the Proposal or other agreement between the parties. Client agrees and understands that fees charged by JND may include mark-ups, commissions, or other arrangements constituting potential profits to JND. Client further agrees that the prices to be charged by JND were negotiated at arm's length and that total fees are estimates and that the actual amount charged may be greater or lesser than the estimated amounts. JND reserves the right to increase its hourly rates annually.
3. **EXPENSES:** JND shall also bill for all expenses reasonably incurred in connection with the Services. These expenses include but are not limited to postage, FedEx, P.O. Box rental, travel, brokerage fees, accounting fees, electronic storage (\$0.006 per image/record), and other items associated with the Services. JND may receive rebates or credits from vendors in connection with volume of work performed for all of its Clients. JND may also receive financial benefits from banks or other institutions based on settlement funds on deposit. These credits/rebates/awards are solely the property of JND.
4. **BILLING:** JND shall invoice clients every 30 days and expect payment within thirty (30) days of receipt of invoices. Payment for postage and printing is due in advance of mailing.
5. **INDEPENDENT CONTRACTOR:** JND is performing its Services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
6. **CONFIDENTIALITY:** JND and the Client will each treat as confidential any documents shared by one party with the other. JND does not convey to the Client any right in the programs, systems, or methodologies used or provided by JND in the performance of this assignment.
7. **DATA PRIVACY:** JND is committed to taking all reasonable steps to ensure the security of all client and claimant data entrusted to our care. We seek to protect confidential data in all of our engagements, including this one, regardless of the size of the matter or the amount of data at issue. Please see JND's complete Privacy Policy at www.jndla.com/privacy-policy regarding data collection and use.
8. **LIMITATION OF DAMAGES:** JND is not responsible to the Client for any special, consequential or incidental damages incurred by Client and any liability of JND to the Client shall not exceed the total amount billed to the Client for the particular Services that give rise to any loss.
9. **FORCE MAJEURE:** If any event out of the reasonable control of JND prevents JND's performance, such performance shall be excused.
10. **NOTICE:** Any notice required in connection with the Services shall be in writing and sent by registered mail or overnight courier. Such notice is deemed given if mailed five days after the date of deposit in the U.S. mail, or if sent by overnight courier, one business day after delivery to such courier.
11. **GOVERNING LAW:** This contract will be governed by and construed by the laws of the State of Washington.
12. **ASSIGNMENT:** This Agreement and the rights and obligations of JND and the Client shall inure to the benefit of their successors and assigns, if any.
13. **TERMINATION:** This Agreement may be terminated by the Client upon at least 30 days prior written notice to JND. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout the 30 day period. JND may terminate this Agreement (i) with 10 days prior written notice if the Client is not current in payment of charges or (ii) in any event, upon at least three months prior written notice to the Client. If Client terminates this Agreement, JND shall have no obligation to release any information or documentation related to the applicable matter until JND has been paid in full.

EXHIBIT G

Event	Trigger	Agreement ¶ Reference	Estimated Date
Plaintiffs Move for Preliminary Approval	Date ordered by Court (Feb. 11, 2019)	73	2/11/2019
Preliminary Approval Hearing	Date ordered by Court (Mar. 7 2019)	N/A	3/7/2019
Plaintiffs to Submit Redlined Settlement Documents	Date ordered by Court (Mar. 21, 2019)	N/A	3/21/2019
Continued Preliminary Approval Hearing	Date ordered by Court (Apr. 12, 2019)	N/A	4/12/2019
<i>PAO Entered</i>	<i>To be entered by the Court</i>	<i>N/A</i>	<i>4/12/2019</i>
Defendants to Send Class List to Settlement Administrator	10 business days after PAO entered	30	4/26/2019
Initial Notice Mailing	14 days after receipt of Class List by Settlement Administrator	58	5/10/2019
Plaintiffs Move for Attorneys' Fees, Costs, Class Rep Awards	14 days prior to Opt Out & Objections Deadline	74	6/25/2019
Motion for Attorneys' Fees, Costs, etc. to be posted on Settlement Website	24 hours after filing	74	6/26/2019
Opt Out & Objections Deadline	60 days after Initial Notice Mailing	39	7/9/2019
Settlement Administrator to Circulate Copies of Opt-Outs & Objections Received	3 business days after receipt	66, 68	<i>rolling basis</i>
Claims Deadline	60 days after Initial Notice Mailing	28	7/9/2019
Plaintiffs Move for Final Approval	21 days after Opt Out & Objections Deadline	75	7/30/2019
<i>Final Fairness Hearing</i>	<i>Date to be set by Court</i>	<i>N/A</i>	<i>8/13/2019</i>
<i>FAO Entered</i>	<i>To be entered by the Court</i>	<i>N/A</i>	<i>8/13/2019</i>
Effective Date	First business day after either Final Judgment entered, if no objectors or after appeals period expires, if objectors	33	8/14/2019
Defendants Wire Settlement Amount	21 business days after Effective Date	76	9/12/2019
Class Members' Checks Mailed	7 days following receipt of Settlement Amount	77	9/19/2019
Attorneys' Fees, Costs Paid & Settlement Admin. Expenses Deducted from Fund	7 days following receipt of Settlement Amount	78	9/19/2019
Class Counsel May Now Include Information on Settlement in Resumes, on Website, etc.	2 months after FAO entered	81	9/9/2019
Settlement Website May be Taken Down	3 months following Effective Date	64	10/10/2019
Check Cashing Deadline	90 days after checks are mailed	57	12/18/2019
Settlement Administrator to Provide Report of Amounts Paid to Class Members	14 days after Check Cashing Deadline	57	1/1/2020
Class Counsel to File Administrator's Report of Amounts Paid to Class Members	Promptly after receipt	57	1/2/2020
Toll-Free Phone Support Ends	14 days after Check Cashing Deadline	65	1/1/2020
Settlement Administrator to Provide Declaration of <i>Cy Pres</i> Distributions Made	5 business days after distribution made (to be made after Court amends order to allow distributions)	57	1/16/2020
Class Counsel to File Administrator's Declaration of <i>Cy Pres</i> Distributions Made	Promptly after receipt	57	1/17/2020
Injunctive Relief Period	36 months following Effective Date	47, 49, 50	7/10/2022