



FILED
Superior Court of California
County of San Francisco

APR 16 2019

CLERK OF THE COURT

BY: [Signature]
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO
DEPARTMENT 305

PETER LEE and LATONYA CAMPBELL, on
behalf of themselves and all other similarly
situated,

Plaintiffs,

v.

THE HERTZ CORPORATION, DOLLAR
THRIFTY AUTOMOTIVE GROUP, INC., and
DOES 1-20, inclusive,

Defendants.

No. CGC-15-547520

ORDER GRANTING PLAINTIFFS'
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT

Plaintiffs Peter Lee and Latonya Campbell (collectively, "Class Representatives" or "Plaintiffs") and Defendants The Hertz Corporation and Dollar Thrifty Automotive Group, Inc. (collectively, "Defendants") have entered into the "Amended Settlement Agreement" ("Settlement Agreement"), which, if approved, would resolve the consolidated putative class action. Plaintiffs have filed a motion for preliminary approval of the settlement. Upon review and consideration of the motion papers and supplemental documents submitted by the parties as requested by the Court, including the Settlement Agreement and all exhibits thereto, the Court determines and Orders as follows:

1 1. The Court has jurisdiction over this matter and venue is proper.

2 2. This Action is provisionally certified as a class action, for settlement purposes only,
3 pursuant to California Code of Civil Procedure section 382 and California Rule of Court 3.763. The
4 Settlement Class is defined as follows:

5 All persons who applied for employment with The Hertz Corporation or Dollar Thrifty
6 Automotive Group, Inc. in the United States at any time from August 21, 2013 to September 8,
7 2016 and who are members of Category 1, 2 and/or 3 as set forth below:

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9 conditional offer of employment withdrawn by Defendants.

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

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

16 Certification of the Settlement Class shall be solely for settlement purposes and without prejudice to the
17 Parties in the event the settlement is not finally approved by this Court or otherwise does not take effect.

18 3. The Court conditionally approves the proposed settlement as within the range of possible
19 final approval.

20 4. The Court conditionally appoints E. Michelle Drake and Joseph C. Hashmall of Berger
21 Montague PC, Jahan Sagafi and Relic Sun of Outten & Golden LLP, and Elisa Della-Piana and Keith
22 Wurster of Lawyers' Committee for Civil Rights of the San Francisco Bay Area. as Settlement Class
23 Counsel.

24 5. The Court preliminary appoints Plaintiffs Peter Lee and Latonya Campbell as Class
25 Representatives for the Settlement Class.

26 6. The Court preliminarily finds, for purposes of this Settlement only, that the Class
27 Representatives and Settlement Class Counsel fairly and adequately represent and protect the interests of
28 the absent Settlement Class Members.

1 7. The Court approves and appoints JND Legal Administration (“JND”) to serve as the
2 Settlement Administrator and directs JND to carry out all duties and responsibilities of the Settlement
3 Administrator specified in the Settlement.

4 8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of class
5 notice set forth in the Settlement Agreement. The Court approves the form and content of the notice
6 forms substantially in the form proposed by counsel as follows: Category 1 Postcard Notice, attached as
7 Exhibit A; Category 2 Postcard Notice, attached as Exhibit B; Category 3 Postcard Notice and Claim
8 Form, attached as Exhibit C; and Long Form Notice, attached as Exhibit D (collectively, “Notice”).¹ The
9 Court finds that the Notice constitutes the best notice practicable under the circumstances and is valid, due
10 and sufficient notice to the Settlement Class of the pendency of the action, preliminary certification of the
11 Settlement Class, the terms of the Settlement, procedures for objecting to the settlement, and time and
12 place of the Final Approval Hearing. The proposed manner of class notice satisfies the requirements of
13 due process, and complies with applicable law, including California Code of Civil Procedure Section 382
14 and California Rule of Court 3.769.

15 9. No later than **April 30, 2019**, Defendant must provide to the Settlement Administrator the
16 following information with respect to each Settlement Class Member: (1) full name; (2) last known
17 address; (3) last four digits of Social Security Number; and (4) date of birth, as available. The Class List
18 shall differentiate the Settlement Class Members that are in Categories 1, 2, and 3.

19 10. No later than **May 14, 2019**, the Settlement Administrator shall send a copy of the
20 Category 1 Notice, Category 2 Notice, and Category 3 Notice and Claim Form to all Settlement Class
21 Members as applicable via first-class mail.

22 11. If any Notice sent via first-class mail is returned with a forwarding address, the Settlement
23 Administrator shall re-mail the Notice to the forwarding address. For any remaining returned Notices, the
24 Settlement Administrator shall utilize any other legally available database for the purpose of finding new
25 addresses and re-mailing.

26 12. Category 3 Settlement Class Members who wish to receive a payment must submit a
27

28 ¹ Note that the Court has modified Exhibits A, B, and C as attached to add the words “San Francisco Superior Court” to the Notices proposed by counsel.

1 Claim Form, attached as Exhibit C, and mail it to the Settlement Administrator, postmarked no later than
2 **July 15, 2019**. Claim Forms may also be submitted electronically through the Settlement Website no
3 later than **July 15, 2019**.

4 13. Any Settlement Class Member who wishes to seek exclusion from the Settlement must
5 mail a written notice to the Settlement Administrator as described in paragraph 69 of the Settlement
6 Agreement. The written notice must contain: (1) his or her name; (2) address; (3) a statement that he or
7 she desires to opt out of the Settlement or otherwise does not want to participate in the Settlement; and (4)
8 be postmarked by **July 15, 2019**. Any Settlement Class Member who fails to timely and validly opt out
9 of the Settlement Class under this Settlement Agreement shall be bound by the terms of this Settlement.

10 14. Any Settlement Class Member who wishes to object to the Settlement must mail a written
11 statement of objection to the Settlement Administrator as described in paragraph 71 of the Settlement
12 Agreement. The objection must: (1) state the case name and number; (2) state the basis for and an
13 explanation of the objection; (3) state the name, address, telephone number, and email address of the
14 Settlement Class Member making the objection; and (4) be postmarked by **July 15, 2019**. If the
15 Settlement Class Member is represented by counsel, the objection must also include counsel's full name,
16 address, phone number, and email address. Any Settlement Class Member who wishes to object must not
17 opt out of the Settlement.

18 15. The Settlement Administrator shall provide Settlement Class Counsel and Defense
19 Counsel with copies of all requests for exclusion and objections within three (3) business days of their
20 receipt.

21 16. Settlement Class Counsel must file their Fee Application and request for a service award
22 for the Class Representative no later than **July 1, 2019**. This date is at least 14 days prior to the deadline
23 for submitting requests for exclusion and objections.

24 17. The Settlement Administrator must provide Settlement Class Counsel and Defense
25 Counsel with a statement detailing the costs of administration of the Settlement as well as a declaration
26 detailing the administration process no later than **July 22, 2019**.

27 18. The Settlement Administrator must file a declaration of due diligence and serve copies of
28 the declaration to Settlement Class Counsel and Defense Counsel outlining work performed to date,

including (1) mailing Notices; (2) attempts to locate Settlement Class Members, if applicable; (3) inability to deliver Notice(s) to Settlement Class Members, if applicable; (4) a list of Settlement Class Members who have objected or opted out; and (5) the date-stamped originals of any requests for exclusion and objections that it receives no later than **July 26, 2019**.

19. Settlement Class Counsel shall file their motion for final approval of the Class Action Settlement and entry of a Final Approval Order and Judgment no later than **August 5, 2019**.

20. The Final Approval Hearing shall be held on **August 16, 2019 at 9:30 a.m. in Department 305**, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the Court will determine whether the settlement should be finally approved as fair, reasonable and adequate to the Settlement Class Members; whether the Final Approval Order and Judgment should be entered; whether Settlement Class Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request for a service award for the Class Representative should be approved.

21. The Court reserves the right to modify the date of the Final Approval Hearing and related deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by Order of the Court without further notice to the Class Members.

22. Pending the final determination of whether the settlement should be approved, all proceedings in this Action, except as may be necessary to implement the settlement or comply with the terms of the settlement, are hereby stayed.

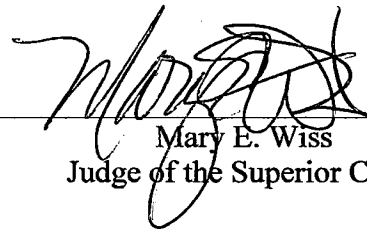
23. The following chart summarizes the dates and deadlines set by this Order:

<u>Event</u>	<u>Date</u>
Order Granting Preliminary Approval	April 16, 2019
Deadline for Defendants to provide information regarding the Class to Settlement Administrator	April 30, 2019
Deadline for Settlement Administrator to send Notices by first-class mail	May 14, 2019
Deadline for Settlement Class Counsel to file their Fee Application and request for service award for Class Representative	July 1, 2019

Deadline for Settlement Class Members to submit requests for exclusion, objections, and Claim Forms to Settlement Administrator	July 15, 2019
Deadline for Settlement Administrator to provide Settlement Class Counsel and Defense Counsel with a statement and declaration detailing the administration	July 22, 2019
Deadline for Settlement Administrator to file a declaration of due diligence setting forth compliance with Notice and providing list of opt outs and objections	July 26, 2019
Deadline for Settlement Class Counsel to file any motions in support of final approval of the Settlement	August 5, 2019
Final Approval Hearing	Friday, August 16, 2019 at 1:30 a.m.

IT IS SO ORDERED.

Dated: April 16, 2019



Mary E. Wiss
Judge of the Superior Court

EXHIBIT A

COURT ORDERED
NOTICE

Lee & Campbell

v.

*The Hertz Corp. &
Dollar Thrifty Auto.*

Grp., Inc.

San Francisco Superior Court
Case No. CGC-13-547520

Class Action Notice

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

Settlement
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.URI.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.URI.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.URI.com, or contact the Settlement Administrator at 1-800-XXXX-XXXX. You should also update your contact information with the Settlement Administrator at www.URI.com to ensure you get all future mailings.

EXHIBIT B

COURT ORDERED NOTICE

Lee & Campbell

v.

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

San Francisco Superior Court
Case No. CGC-15-547520

Class Action Notice

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

CLASS ACTION NOTICE
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.DRI.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 \$500, 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.DRI.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.

San Francisco Superior
When Will the Court Consider the Settlement? The Court will hold a final approval hearing on **DATE/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.DRI.com, or contact the Settlement Administrator at 1-800-XXX-XXXX. You should also update your contact information with the Settlement Administrator at www.DRI.com to ensure you receive all future mailings.

EXHIBIT C

**COURT ORDERED
NOTICE**

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

San Francisco Superior Court
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 URE

**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 URE 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 \$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 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.

San Francisco Superior Court
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

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.

5. 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.**

Superior Court of California
County of San Francisco

PETER LEE and LATONYA CAMPBELL,
on behalf of themselves and all others
similarly situated,

Plaintiffs,

vs.

THE HERTZ CORPORATION, *et al.*

Defendants.

Case Number: CGC-15-547520

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

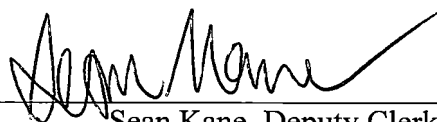
I, T. Michael Yuen, Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On April 16, 2019, I electronically served the ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT via File&ServeXpress® on the recipients designated on the Transaction Receipt located on the File&ServeXpress® website.

Dated: April 16, 2019

T. Michael Yuen, Clerk

By: _____



Sean Kane, Deputy Clerk