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**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN FRANCISCO**

Case No.: CGC-15-547520

PETER LEE, and LATONYA CAMPBELL,  
individually and as representatives of the  
class,

Plaintiffs,

v.

THE HERTZ CORPORATION, and  
DOLLAR THRIFTY AUTOMOTIVE  
GROUP, INC.,

Defendants.

**[PROPOSED] ORDER FINALLY  
APPROVING CLASS ACTION  
SETTLEMENT & FINAL  
JUDGMENT**

Case No.: CGC-15-547520

1 Plaintiffs Peter Lee and Latonya Campbell (“Plaintiffs” or “Class  
2 Representatives”), on behalf of themselves and the Settlement Class Members, and  
3 Defendants The Hertz Corporation and Dollar Thrifty Automotive Group, Inc.  
4 (“Defendants” or “Hertz”) (together with Plaintiffs, the “Parties”), have entered into the  
5 Amended Settlement Agreement (the “Amended Settlement Agreement”), providing for  
6 the settlement of this case (the “Settlement”).

7 A Fairness Hearing was held before this Court on August 16, 2019, to consider,  
8 among other things, whether the Settlement represents a fair, reasonable and adequate  
9 compromise of the Action, and the amount to be paid to Class Counsel as fees and  
10 litigation costs for prosecuting the Action. Having considered the evidence and argument  
11 submitted by the Parties, and any objections to the Settlement submitted,

12 **GOOD CAUSE APPEARING, IT IS HEREBY ORDERED, ADJUDGED**  
13 **AND DECREED THAT:**

14 This Final Judgment incorporates by reference the definitions in the Amended  
15 Settlement Agreement, and all capitalized terms used in this Final Judgment will have the  
16 same meanings as set forth in the Amended Settlement Agreement, unless otherwise  
17 defined in this Final Judgment.

18 This Court has jurisdiction over the subject matter of this Action, the Settlement  
19 Class Representatives, the Settlement Class (defined below), and Defendants. Final  
20 Approval of the Settlement, and the request for entry of a Final Judgment, is hereby  
21 **GRANTED.**

22 1. The Court finds that the Amended Settlement Agreement is the product of  
23 good faith arms-length negotiations by the Parties, each of whom was represented by  
24 experienced counsel.

25 2. The Court finds that the Class proposed for purposes of the Settlement  
26 meets the requirements of Cal. Code Civ. Proc. § 382 and hereby certifies a Settlement  
27 Class in the Action as follows:  
28

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

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

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

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

16 3. This Court approves all terms set forth in the Amended Settlement  
17 Agreement and the Settlement reflected therein, and finds that such Settlement is, in all  
18 respects, fair, reasonable, adequate and in the best interest of the Settlement Class  
19 Members, and the Parties to the Amended Settlement Agreement are directed to  
20 consummate and perform its terms.

21 4. The Parties dispute the validity of the claims in the Action, and their  
22 dispute underscores not only the uncertainty of the outcome but also why the Court finds  
23 the Amended Settlement Agreement to be fair, reasonable, adequate and in the best  
24 interests of the Settlement Class Members. Beyond facing uncertainty regarding the  
25 resolution of those issues, by continuing to litigate, Settlement Class Members would also  
26 face the challenge of obtaining class certification and surviving an appeal of any class  
27 certification order entered in this action, and any other rulings rendered during trial. Class  
28 Counsel has reviewed the Amended Settlement Agreement and finds it to be in the best  
interest of the Settlement Class Members. For all of these reasons, the Court finds that the  
uncertainties of continued litigation in both the trial and appellate courts, as well as the  
tremendous expense associated with it, weigh in favor of approval of the Settlement  
reflected in the Amended Settlement Agreement.

1           5.       The Court finds that the Notice provided for in the Order of Preliminary  
2 Approval of Settlement has been provided to the Settlement Class, and the Notice  
3 provided to the Settlement Class constituted the best notice practicable under the  
4 circumstances, and was in full compliance with the notice requirements of Cal. Code Civil  
5 Procedure § 382, Cal. Rules of Court 3.766 and 3.769, the Cal. and United States  
6 Constitution, and other applicable law. The Notice apprised the members of the  
7 Settlement Class of the pendency of the litigation; of all material elements of the proposed  
8 Settlement, including but not limited to the relief afforded the Settlement Class under the  
9 Amended Settlement Agreement; of the res judicata effect on members of the Settlement  
10 Class and of their opportunity to object to, comment on, or opt-out of, the Settlement; of  
11 the identity of Class Counsel and of information necessary to contact Class Counsel; and  
12 of the right to appear at the Fairness Hearing. Full opportunity has been afforded to  
13 members of the Settlement Class to participate in the Fairness Hearing. Accordingly, the  
14 Court determines that all Final Settlement Class Members are bound by this Final  
15 Judgment in accordance with the terms provided herein.

16           6.       The term “Effective Date” as used herein shall have the same meaning as  
17 set forth in the Parties’ Amended Settlement Agreement.

18           7.       Within twenty-one business days of the Effective Date of the Settlement,  
19 Hertz shall deliver to the Settlement Administrator for deposit the Settlement Amount of  
20 the \$1,619,000 in accordance with the Amended Settlement Agreement.

21           8.       Having reviewed the submissions of Class Counsel, the Court finds that the  
22 sum of \$\_\_\_\_\_ is reasonable compensation for Class Counsel’s attorneys’  
23 fees and expenses. The Settlement Administrator will pay this sum, from the Settlement  
24 Amount, by wire transfer to Class Counsel seven days following the receipt of the  
25 Settlement Amount, in accordance with the Settlement Agreement.

26           9.       Having reviewed the submissions of Class Counsel, the Court finds that  
27 \$5,000 to each Class Representative is reasonable compensation for the Named Plaintiffs’  
28 services in this matter. The Settlement Administrator shall pay these sums out of the

1 Settlement Amount to each Named Plaintiff within seven days following the receipt of the  
2 Settlement Amount, in accordance with the Amended Settlement Agreement.

3 10. Having reviewed the submissions of Class Counsel, the Court finds that the  
4 not to exceed \$\_\_\_\_\_ requested amount is reasonable compensation for the settlement  
5 administration services provided by JND Legal Administration, Inc. in this matter.

6 11. Within seven days following the receipt of the Settlement Amount, the  
7 Settlement Administrator shall mail out checks to Category 1 and 2 Settlement Class  
8 Members who did not opt out, and Category 3 Settlement Class Members who returned  
9 timely and valid Claim Forms, in accordance with the Amended Settlement Agreement.

10 12. In accordance with the Amended Settlement Agreement, all checks issued  
11 to Settlement Class Members shall bear a legend stating that the check shall only be valid  
12 for 90 days after the date of issuance. The Settlement Administrator will effect the  
13 distribution of the sum of any settlement checks that remain uncashed after the last check  
14 void date in accordance with the Amended Settlement Agreement. Any charitable  
15 distributions made pursuant to the Amended Settlement Agreement shall be distributed  
16 evenly to cy pres organizations, which the Court approves as the Southern Center for  
17 Human Rights and Public Justice.

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

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14. If the Effective Date, as defined in the Amended Settlement Agreement, does not occur for any reason whatsoever, this Final Judgment and the Order of Preliminary Approval of Settlement shall be deemed vacated and shall have no force and effect whatsoever.

15. Without affecting the finality of this Final Judgment in any way, this Court retains continuing jurisdiction for the purpose of enforcing the Amended Settlement Agreement and this Final Judgment, and other matters related or ancillary to the foregoing.

16. The Parties having so agreed, good cause appearing, and there being no just reason for delay, it is expressly directed that this Final Judgment be, and hereby is, entered as a final and appealable order.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Teri L. Jackson  
JUDGE OF THE SUPERIOR COURT