

Exhibit 1

1 **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.)

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 **II. DEFINITIONS.**

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

4 22. Agreement or Settlement means this Settlement Agreement.

5 23. Court means the Superior Court of California, San Francisco County.

6 24. Category 1 Class Notice means the notice attached hereto as Exhibit A, subject to
7 Court approval, which the Settlement Administrator will mail, via first class U.S. mail, to each
8 Settlement Class Member who meets the criteria for inclusion in Category 1 of the Settlement
9 Class.

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

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

18 27. Claimants means those Category 3 Settlement Class Members who submit valid
19 and timely Claim Forms according to the process set forth herein.

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

23 29. Class Counsel means Berger Montague PC, Outten & Golden LLP, and Lawyers'
24 Committee for Civil Rights of the San Francisco Bay Area.

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

10 31. Complaint means the Corrected Second Amended Complaint.

11 32. Defense Counsel means Nixon Peabody LLP.

12 33. Effective Date means the first business day after the first date on which all of the
13 following have occurred:

14 (a) All Parties, Class Counsel, and Defense Counsel have executed this Agreement;

15 (b) The Court has issued a preliminary approval order;

16 (c) Reasonable notice has been given to the Settlement Class Members, including
17 providing them with an opportunity to object to, or opt out of, the Settlement;

18 (d) The Court has held a fairness hearing, and entered Final Judgment approving the
19 Settlement;

20 (e) Only if there are written objections filed before the fairness hearing, and those
21 objections are not later withdrawn, or if Class Counsel appeals the decision on
22 attorneys' fees and costs, the last of the following events to occur:

23 (i). if no appeal or reconsideration motion is filed, then the date on which the
24 time to appeal or reconsider the Final Judgment has expired with no
25 appeal or any other judicial review having been taken or sought, or

26 (ii).if an appeal or reconsideration of the Final Judgment has been timely filed
27 or other judicial review was taken or sought, the date that order is finally
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1 affirmed by an appellate court with no possibility of subsequent appeal or
2 other judicial review or the date the appeals or any other judicial review
3 are finally dismissed with no possibility of subsequent appeal or other
4 judicial review.

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

8 34. Final Approval Order or Final Judgment means the Court's order granting final
9 approval of this Settlement.

10 35. Long Form Notice means the notice attached hereto as Exhibit D, which shall be
11 posted on the Settlement Website.

12 36. Named Plaintiffs or Plaintiffs or Class Representatives means Peter Lee and
13 Latonya Campbell.

14 37. Settlement Amount or Settlement Fund means \$1,619,000.00, which shall be the
15 total amount from which the Named Plaintiffs and Settlement Class Members shall be paid, and
16 from which all out-of-pocket settlement administration costs, and any Court-approved awards of
17 attorneys' fees, costs, and Class Representative Service Awards, shall be paid. Defendants shall
18 pay the Settlement Amount into a common fund, which shall be established and maintained by
19 the Settlement Administrator as a Qualified Settlement Fund for federal tax purposes pursuant to
20 Treas. Reg. § 1.468B-1. The Settlement Administrator, on behalf of the Settlement Class, shall
21 be responsible for all administrative, accounting and tax compliance activities in connection with
22 the Qualified Settlement Fund, including any filing necessary to obtain Qualified Settlement
23 Fund status pursuant to Treas. Reg. § 1.468B-1. Defendants shall provide to the Settlement
24 Administrator any documentation reasonably requested by the Administrator to facilitate
25 obtaining Qualified Settlement Fund status. In no event shall Defendants be required to pay any
26 additional sum for the settlement of this matter other than the specified Settlement Amount.

1 actions, and post-approval tasks, including calculating funds and issuing and mailing checks.
2 Should JND Legal Administration be approved by the Court, the expected Settlement
3 Administration Expenses are \$50,584. Class Counsel shall request the Court approve these costs
4 be paid from the Settlement Fund.

5 44. Settlement Class means all persons in the following Categories:

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

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

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

15 The Parties presently believe that the total Settlement Class contains approximately 31,476 class
16 members, of which approximately 2,427 belong to Category 1, 12,429 belong to Category 2, and
17 16,620 belong to Category 3. The Parties do not expect these numbers to change significantly
18 during the process of gathering the Class List.

19 45. Settlement Class Member means any individual who is a member of the
20 Settlement Class and does not submit a timely and valid notice of intent to opt out by the Opt-
21 Out Deadline.

22 46. Settlement Website means an interactive website to be established and maintained
23 by the Settlement Administrator, at a URL to be agreed upon by the Parties, as further described
24 below.

1 **III. RELIEF & BENEFITS.**

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

3 47. 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 48. 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 49. 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 50. 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 51. 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 52. 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 53. 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 with Category 1 Class Members receiving two times the
8 amount that Category 2 Class Members and Category 3 Claimants receive. 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 payouts.

15 54. 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 55. 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 56. 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 57. *Cy Pres* Distribution. Settlement Class Members shall have 90 days after checks
14 are mailed to negotiate their checks. Fourteen (14) days following the close of the check
15 negotiation period, the Settlement Administrator shall distribute any remaining amounts in the
16 Net Settlement Fund, including but not limited to those resulting from any uncashed or returned
17 checks, to the Parties' selected *cy pres* recipients, divided equally between them, to Public
18 Justice and the Southern Center for Human Rights.

19 **IV. NOTICE & RELATED PROCESSES, CLAIM, OBJECTION & OPT-OUT**
20 **REQUIREMENTS**

21 **A. Notice.**

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

25 59. Prior to mailing, the Settlement Administrator shall update the last known mailing
26 addresses on the Class List through the use of any appropriate databases routinely used by the
27 Settlement Administrator for the purpose of updating mailing addresses.

- 1 (d) Be interactive;
- 2 (e) Provide Settlement Class Members with an opportunity to update their contact
3 information;
- 4 (f) Contain copies of the Complaint, this Agreement, and copies of any orders issued
5 by the Court in connection with this Settlement;
- 6 (g) Allow Category 3 Settlement Class Members to submit online Claim Forms;
- 7 (h) Direct individuals to the toll-free telephone number established by the Settlement
8 Administrator for Settlement Class Member inquiries;
- 9 (i) Absent agreement by the Parties, not be taken down until three (3) months
10 following the Effective Date;
- 11 (j) Be updated as appropriate regarding developments in the Settlement, such as the
12 establishment of new deadlines by the Court or the filing of an appeal.

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

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

19 66. Right to Opt Out. All Settlement Class Members will have the right to be
20 excluded from, *i.e.*, to “opt out” of, the Settlement Class. On or before the Opt-Out Deadline,
21 each Settlement Class Member who elects to opt out of the Settlement must send, via U.S. mail,
22 written notice addressed to the Settlement Administrator indicating his or her name and address
23 and stating that he or she desires to opt out of the Settlement or otherwise does not want to
24 participate in the Settlement. Any Settlement Class Member who does not timely (as measured
25 by the postmark on that individual’s written notice) opt out of the Settlement by written notice
26 correctly directed to the Settlement Administrator and containing the requisite information shall
27 remain a member of the Settlement Class and shall be bound by any orders of the Court about the

1 Settlement or the Settlement Class. In no event shall Settlement Class Members who purport to
2 opt out of the Settlement as a group, aggregate, collective, or class involving more than one
3 Settlement Class Member be considered a successful or valid opt out. Any Settlement Class
4 Member who fails to timely and validly opt out of the Settlement Class under this Settlement
5 Agreement shall be bound by the terms of this Settlement.

6 67. If more than five percent (5%) of the Settlement Class Members opt out,
7 Defendants may in their sole discretion exercise their right to void the Settlement. Should
8 Defendants timely choose to nullify the Settlement, this Agreement will be vacated, rescinded,
9 cancelled, and annulled, and the Parties will return to the status quo ex ante, as if they had not
10 entered into this Settlement. In that event, the Settlement and all negotiations and proceedings
11 related to the Settlement (including but not limited to any information provided or exchanged
12 during the Settlement process or to facilitate or execute the Settlement or settlement approval
13 process) will be without prejudice to the rights of the Parties, and evidence of the Settlement,
14 negotiations, and proceedings will be inadmissible and will not be discoverable. The Named
15 Plaintiffs, Class Counsel, defendants, and Defense Counsel agree not to solicit opt outs directly
16 or indirectly through any means.

17 68. Objections. Any Settlement Class Member who wishes to object to the
18 Settlement must not opt out of the Settlement and must file a timely written statement of
19 objection with the Court and postmark a written statement of objection and mail it to the
20 Settlement Administrator no later than the Objections Deadline. The objection must state the
21 case name and number, the basis for and an explanation of the objection; the name, address,
22 telephone number, and email address of the Settlement Class Member making the objection; and
23 a statement of whether the Settlement Class Member intends to appear at the fairness hearing,
24 either with or without counsel. In addition, any objection must be personally signed by the
25 Settlement Class Member and, if represented by counsel, then by counsel. If the class member is
26 represented by counsel, the objection must also include counsel's full name, address, phone
27 number, and email address. Any Settlement Class Member who fails to make objections in the
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1 manner specified above shall be deemed to have waived any objections and shall be foreclosed
2 from making any objections, whether by appeal or otherwise, to the Settlement. No Settlement
3 Class Member shall be entitled to contest in any way the approval of the terms and conditions of
4 this Agreement or the Court's Final Approval Order or Final Judgment except by timely filing
5 and submitting written objections in accordance with the provisions of this Agreement.

6 **V. NO PAYMENTS TO OBJECTORS**

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

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

12 70. The Parties stipulate to class certification for purposes of settlement only, and
13 only as to the precise terms as set forth in this Agreement. Defendants contend that the facts do
14 not justify class certification under the governing legal standards absent settlement; should the
15 Settlement not be approved by the Court, or should the Settlement not proceed for any other
16 reason, Defendants specifically reserve the right to contest a future motion for class certification.
17 The Court has not ruled on class certification in the underlying litigation. Consequently, the
18 Parties will request approval of a Settlement Class for purposes of administration and resolution
19 of the litigation only.

20 **VII. RELEASE OF CLAIMS.**

21 71. On the Effective Date, for the benefits and consideration outlined in this
22 Agreement, all Settlement Class Members who have not timely and properly opted out of the
23 Settlement Class, and each of their respective executors, representatives, heirs, successors,
24 trustees, guardians, agents, and all those who claim through them or who assert claims on their
25 behalf, fully and forever release, waive, acquit, and discharge the Released Parties from any
26 claims that were or could have been asserted in the Complaint, including, but not limited to,
27 claims arising under the FCRA and equivalent provisions under state and local law. This release

1 of claims explicitly includes claims for actual damages, statutory damages, and punitive
2 damages, as well as for attorneys' fees and costs, but excludes claims relating to discrimination
3 or any claims asserted in *Lee v. Hertz Corp.*, No. 18-cv-07481-RS (N.D. Cal.).

4 72. In connection with the foregoing release, the Named Plaintiffs and each
5 Settlement Class Member shall be deemed, as of the date the Final Approval Order is entered, to
6 have knowingly and voluntarily waived any and all provisions, rights and benefits conferred by
7 statute, rule and legal doctrine similar, comparable or equivalent to Cal. Code. § 1542, which
8 provides that:

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

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

14 73. Plaintiffs shall endeavor to move for preliminary settlement approval by the date
15 set by the Court, January 30, 2019. Plaintiffs shall propose the preliminary approval order
16 attached hereto as Exhibit G. Defendants shall not oppose the motion for preliminary approval.

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

21 75. Plaintiffs shall move for final settlement approval no later than twenty-one (21)
22 days after the Opt-Out & Objections Deadline, and shall propose the Final Approval Order
23 attached hereto as Exhibit H. Defendants shall not oppose that motion, and the Parties shall
24 jointly request a final fairness hearing as soon as is practicable.

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

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

3 82. 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 83. 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 Court shall first attempt to construe the provision valid to the fullest
20 extent possible so as to render all provisions of this Agreement enforceable. Each Party
21 participated in drafting this Agreement, and its terms shall not be construed against any Party by
22 virtue of draftsmanship. This Agreement includes the terms set forth in each attached exhibit.
23 Each exhibit to this Agreement is an integral part of it. The headings within this Agreement
24 appear for the convenience of reference only and shall not affect the construction or
25 interpretation of any part of this Agreement.

1 84. 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 85. 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 then shall be valid subject to any
6 required Court approval. Any failure to insist upon the strict performance of any provision shall
7 not be deemed a waiver of future performance of that provision or of any other provision of this
8 Agreement.

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

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

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

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

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

1 specific performance, although the Court lacks jurisdiction to modify the terms of this
2 Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party
3 will be entitled to recover attorneys' fees and costs incurred in that action.
4

5 **SO AGREED:**

6 FOR DEFENDANTS:

7 For The Hertz Corporation:
8 Date: 2/8/19 

10 For Dollar Thrifty Automotive Group:
11 Date: 2/8/19 

13 Nixon Peabody LLP:
14 Date: _____
15 Counsel for Defendants

17 FOR PLAINTIFFS & SETTLEMENT CLASS:

18
19 Date: _____
20 Peter Lee

21
22 Date: _____
23 Latonya Campbell

24
25 Berger Montague PC
26 Date: _____

27 E. Michelle Drake

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2 Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party
3 will be entitled to recover attorneys' fees and costs incurred in that action.
4

5 **SO AGREED:**

6 FOR DEFENDANTS:

7 For The Hertz Corporation:

8 Date:

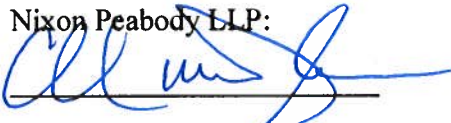
10 For Dollar Thrifty Automotive Group:

11 Date:

13 Nixon Peabody LLP:

14 Date:

2-8-2019



15 Counsel for Defendants

17 FOR PLAINTIFFS & SETTLEMENT CLASS:

19 Date:

20 Peter Lee

22 Date:

23 Latonya Campbell

25 Berger Montague PC

26 Date:

27 E. Michelle Drake

1 specific performance, although the Court lacks jurisdiction to modify the terms of this
2 Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party
3 will be entitled to recover attorneys' fees and costs incurred in that action.

4
5 **SO AGREED:**

6 **FOR DEFENDANTS:**

7 For The Hertz Corporation:

8 Date: _____

9
10 For Dollar Thrifty Automotive Group:

11 Date: _____

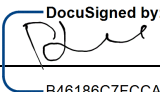
12
13 Nixon Peabody LLP:

14 Date: _____

15 Counsel for Defendants

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17 **FOR PLAINTIFFS & SETTLEMENT CLASS:**

18
19 Date: 2/8/2019

DocuSigned by:

B46186C7FCCA4CA...
Peter Lee

20
21
22 Date: _____

23 Latonya Campbell

24
25 Berger Montague PC

26 Date: _____

27 E. Michelle Drake

1 specific performance, although the Court lacks jurisdiction to modify the terms of this
2 Agreement. If a Party institutes legal action to enforce this Agreement, then the prevailing Party
3 will be entitled to recover attorneys' fees and costs incurred in that action.

4
5 **SO AGREED:**

6 **FOR DEFENDANTS:**

7 For The Hertz Corporation:

8 Date: _____

10 For Dollar Thrifty Automotive Group:

11 Date: _____

13 Nixon Peabody LLP:

14 Date: _____

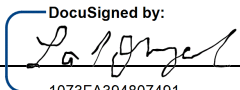
15 Counsel for Defendants

16
17 **FOR PLAINTIFFS & SETTLEMENT CLASS:**

18
19 Date: _____

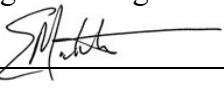
20 Peter Lee

21
22 Date: 2/11/2019

23 DocuSigned by:

1073FA394807491...
Latonya Campbell

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25 Berger Montague PC

26 Date: February 11, 2019


E. Michelle Drake

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Date: February 11, 2019

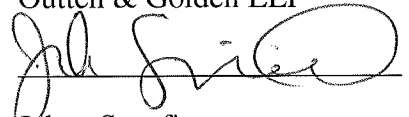
Outten & Golden LLP

Jahan Sagafi

EXHIBIT A

COURT ORDERED
NOTICE

Lee & Campbell

v.

*The Hertz Corp. &
Dollar Thrifty*

Class Action Notice

Lee & Campbell v. The Hertz Corp. & Dollar Thrifty

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 prior to 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 precise 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 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, 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 filed with the Court and postmarked & mailed to the Settlement Administrator 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, 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 the final fairness of the Settlement.

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*

Class Action Notice

Lee & Campbell v. The Hertz Corp. & Dollar Thrifty

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 prior to 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 precise 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 had 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, 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 filed with the Court and postmarked & mailed to the Settlement Administrator 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, 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 the final fairness of the Settlement.

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

Class Action Notice &

Claim Form

Claim Filing Deadline:

XX/XX/XXXX

Lee & Campbell v. The Hertz Corp. & Dollar Thrifty

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*

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 prior to 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 precise 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 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, 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 filed with the Court and postmarked & mailed 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, 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 the final fairness of the Settlement.

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](tel: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.; 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 (“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 benefits 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 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 benefits under the Settlement, you need to 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 monetary recovery 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 monetary recovery and you will not be able to sue Hertz for this conduct in the future.
Exclude Yourself	Receive no benefit. 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 sent to the Settlement Administrator and postmarked by DATE .
Object	Write about why you object to the Settlement. Objections must be filed with the Court and postmarked to the Settlement Administrator no later than DATE .
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 benefits 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.

The Settlement Class is defined as follows:

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, AND, individuals 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 benefits are available, who is eligible for them, and how to get them. 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.*, Case No. CGC-15-547520. The persons who filed this lawsuit are called the Plaintiffs, and The Hertz Corporation and Dollar Thrifty Automotive Group (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 prior to 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 to be given of the proposed Settlement, 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 fall into any of the three Categories of the Settlement Class:

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, AND, individuals 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 monetary recovery without submitting a claim form. If you meet the definition of Category 3, you need to return a claim form to receive a payment. All Settlement Class Members will also receive certain non-monetary relief and will be bound to the same 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 benefits under the Settlement.

Through this Settlement, \$1,619,000 will be contributed to 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.

Category 1 Settlement Class Members will receive two times the amounts Category 2 and 3 participating Class Members receive. 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.

If any of the Settlement Fund remains after all checks have been distributed, and after all attorneys' fees, expenses and administrative costs have been paid, any remaining 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 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 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 benefit?

In order to qualify and receive benefits, Category 3 Settlement Class Members need to 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 benefits.

Your interest as a member of the Settlement Class will be represented by Plaintiffs and Counsel for the Settlement Class. You will be bound by any judgment arising from the Settlement. If the Settlement is approved, and you timely return the Claim Form (for Category 3), or you do not opt out (Category 1 and 2), the Settlement Administrator will send you any monies 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 benefit?

The Court will hold a Final Fairness Hearing at **TIME** on **DATE** in the Superior Court of California, County of San Francisco, Courtroom [REDACTED], 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 benefit or stay in the Class?

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 (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, 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 benefits 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?

The Court has appointed Peter Lee and Latonya Campbell as Class Representatives. The Court has appointed Berger Montague PC, Outten & Golden LLP, and Lawyers' Committee for Civil Rights of the San Francisco Bay Area as Counsel for the Settlement Class.

Counsel for the Settlement Class represent the interests of 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 the 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. 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 as benefits. 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 fee they are seeking is 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, if you have filed a written objection.

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 factual basis and legal grounds for the objection to the Settlement. If you intend to speak at the Final Fairness Hearing, your written objection must indicate that. If you intend to appear, or have your own attorney appear on your behalf, at the Final Fairness Hearing, you must also indicate that on your written objection and your attorney must file a Notice of Appearance of Counsel with the Court. You must file your written objection with the Court and mail a copy to the Settlement Administrator at the following addresses postmarked no later than **DATE:**

**The Court
ADDRESS**

**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?

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, Courtroom , 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' compensation.

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

20. Are there more details about the Settlement?

This Notice is only a summary. For a more detailed statement of the matters involved in the lawsuit or the Settlement, you may refer to the papers filed in this case 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.*, Case No. CGC-15-547520. The full Settlement Agreement and certain pleadings filed in the case are available at www.URL.com or can be requested, in writing, from the Settlement Administrator, identified above.

21. 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	Gross Amount per Settlement Share	\$ 85.46	
Requested Attorneys' Fees	\$ 539,666.67			
Requested Attorneys' Costs	\$ 100,000.00			
Requested Class Rep Awards	\$ 10,000.00			
Requested Settlement Admin. Expenses	\$ 55,507.00			
Net Settlement Fund Should all Requests be Granted	\$ 913,826.33	Net Amount per Settlement Share	\$ 48.24	
		Number of Settlement Shares	Gross per Class Member Payout	Net per Class Member Payout
Number of Category 1 Settlement Class Members	2,427	4,854	\$ 170.92	\$ 96.47
Number of Category 2 Settlement Class Members	12,429	12,429	\$ 85.46	\$ 48.24
Number of Category 3 Settlement Class Members	16,620	1,662	\$ 85.46	\$ 48.24
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			
<i>Estimated Months:</i>		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			
<i>Estimated Calls:</i>		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

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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
PRELIMINARILY APPROVING
CLASS ACTION SETTLEMENT**

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

6 Plaintiffs have moved for, and Defendants have indicated that they do not oppose,
7 entry of this Order which, *inter alia*, (a) conditionally certifies the Settlement Class
8 (defined below) for settlement purposes only; (b) appoints the Settlement Administrator,
9 Class Representatives, and Class Counsel; (c) provides for Notice of the Settlement to
10 affected persons in accordance with the terms of the Settlement Agreement; (d)
11 establishes procedures for objections to, and exclusions from, the proposed Settlement,
12 and (e) sets a date for the Fairness Hearing.

13 Having considered the terms of the Settlement Agreement in light of the issues
14 presented by the pleadings, the record in this case, the complexity of the proceedings, the
15 absence of any evidence of collusion between the Parties, and the experience of Class
16 Counsel in this matter, and being preliminarily satisfied that the Settlement Agreement is
17 fair, reasonable and adequate, and being satisfied that the proposed Notice of Settlement
18 Class Members and the plan for the mailing of that Notice is adequate and sufficiently
19 informative as to the terms and effect of the proposed Settlement and the conditional
20 certification of the Settlement Class,

21 IT IS ORDERED THAT:

22 1. This Court has jurisdiction over the subject matter of this Action pursuant
23 to 15 U.S.C. § 1681p and Cal. Code Civ. Proc. § 410.10. This Court also has jurisdiction
24 over all parties to this Action, including all members of the Settlement Class, as defined in
25 paragraph 3, below.

26 2. This Order incorporates by reference the definitions in the Settlement
27 Agreement, and all capitalized terms used in this Order will have the same meanings as
28 set forth in the Settlement Agreement, unless otherwise defined in this Order.

1 3. The Parties have agreed to and the Court provisionally certifies the
2 following class for the purposes of settlement (the “Settlement Class”):

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

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

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

15 4. Based on the Court’s review of the Settlement Agreement, the Motion for
16 Preliminary Approval, the supporting brief, declarations of counsel, argument of counsel
17 and the entire record, the Court finds that certification of the Settlement Class under Cal.
18 Code of Civ. Proc. § 382 is appropriate because there is a well-defined community of
19 interest in the litigation, the Settlement Class is so numerous that joinder would be
20 impracticable, this Action presents common issues of law and fact that predominate over
21 any individual questions, the named Plaintiffs and their counsel are adequate
22 representatives of the Settlement Class, and Plaintiffs’ claims are typical of the claims of
23 the members of the Settlement Class. The following counsel are hereby appointed to
24 represent the Settlement Class: Berger Montague PC, Outten & Golden LLP, and
25 Lawyers’ Committee for Civil Rights of the San Francisco Bay Area.

26 5. Based on the Court’s review of the Settlement Agreement, the Motion for
27 Preliminary Approval, the supporting brief, declarations, argument of counsel and the
28 entire record, the Court finds that the Settlement is fair, reasonable and adequate. The

1 Plaintiffs' Motion to preliminarily approve the Settlement and certify the Settlement Class
2 is granted.

3 6. JND Legal Administration is appointed as Settlement Administrator. By
4 accepting this appointment, the Settlement Administrator has agreed to be subject to this
5 Court's jurisdiction solely for the purposes of enforcement of the Settlement
6 Administrator's obligations under the Settlement Agreement.

7 7. The Court finds that the forms of notice to the Settlement Class regarding
8 the pendency of the action and of this settlement, and the methods of giving notice to
9 members of the Settlement Class are reasonable. These forms and methods constitute the
10 best notice practicable under the circumstances and constitute valid, due, and sufficient
11 notice of the Settlement Class. They comply fully with the requirements of Cal. Code
12 Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the California and
13 United States Constitution, and other applicable law.

14 8. The Settlement Administrator shall distribute the Notices of the proposed
15 Settlement in the manner described in Section IV of the Settlement Agreement. Such
16 Notice shall be substantially in the form of Exhibits A-D to the Settlement Agreement.
17 Non-substantive changes may be made to the Notice by agreement of Parties without
18 further order of this Court.

19 9. The Court finds and determines that the method of providing notice to
20 Settlement Class Members specified in Section IV of the Settlement Agreement and the
21 manner of providing for opt-outs specified in the Settlement Agreement are reasonable
22 and appropriate, and satisfy the requirements of due process and the applicable California
23 rules. Thereby the Court hereby explicitly adopts and incorporates those processes as if
24 fully set forth herein.

25 10. The Settlement Administrator is directed to file with the Court,
26 concurrently with Plaintiffs' Motion for Final Approval of the Settlement, a sworn
27 declaration, (a) confirming that the Notice was provided to all Settlement Class Members,
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1 as required by Section IV of the Settlement Agreement; and (b) providing an accurate list
2 of persons who opted out of the Settlement Class pursuant to the Settlement Agreement.

3 11. If the Court does not enter the Final Judgment of the Settlement attached as
4 Exhibit H to the Settlement Agreement without material modification, or if the Final
5 Judgment is reversed in whole or in part on appeal, certification of the Settlement Class
6 will be vacated and the Parties will be returned to their positions *status quo ante* with
7 respect to the Action as if the Settlement had not been entered into. In the event that Final
8 Approval is not granted, (a) any Court order preliminarily or finally approving the
9 certification of any class contemplated by the Settlement and any other orders entered
10 pursuant to the Settlement Agreement shall be null, void, and vacated, and shall not be
11 used or cited thereafter by any person or entity in support of claims or defenses or in
12 support or in opposition to a class certification motion or for any other purpose, and (b)
13 the Settlement Agreement will become null and void and the fact of the Settlement, that
14 Hertz did not oppose the certification of any class under the Settlement, or that the Court
15 preliminarily approved the certification of a settlement class, or any information disclosed
16 or exchanged as part of the settlement negotiations, settlement agreement, or settlement
17 approval process shall not be used or cited thereafter by any person or entity for any
18 purpose, including in any contested proceeding relating to the certification of any class.
19 In addition, if the Final Judgment is reversed in whole or in part on appeal, the release of
20 claims set forth in Section VII of the Settlement Agreement shall be rescinded.

21 12. A hearing (“Fairness Hearing”) shall be held before this Court on
22 _____ at _____ to hear objections and determine (a) whether the proposed Settlement
23 and compromise of this Action as set forth in the Settlement Agreement is fair,
24 reasonable, and adequate to the Settlement Class Members and should be finally approved
25 by the Court; (b) whether the Final Judgment should be entered approving the Settlement;
26 (c) whether a Final Judgment should be entered, dismissing the Action, on the merits and
27 with prejudice, and to determine whether the release of claims, as set forth in the
28 Settlement Agreement, should be approved; (d) the amount of attorneys’ fees and

1 expenses reasonably incurred in prosecution of the litigation to be paid to Class Counsel;
2 (e) the amount of the Service Payment to be paid to the Settlement Class Representatives;
3 and (f) such other matters as the Court may deem appropriate.

4 13. Any interested person who has not opted out of the Settlement Class may
5 appear at the Fairness Hearing to show cause why the proposed Settlement should or
6 should not be approved as fair, reasonable, and adequate.

7 14. All Settlement Class Members will have the right to be excluded from, *i.e.*,
8 to “opt out” of, the Settlement Class. Each Settlement Class Member who elects to opt
9 out of the Settlement must send, via U.S. mail, written notice addressed to the Settlement
10 Administrator indicating his or her name and address and stating that he or she desires to
11 opt out of the Settlement or otherwise does not want to participate in the Settlement. Any
12 Settlement Class Member who does not timely (as measured by the postmark on that
13 individual’s written notice) opt out of the Settlement by written notice, correctly directed
14 to the Settlement Administrator and containing the requisite information, shall remain a
15 member of the Settlement Class and shall be bound by any orders of the Court about the
16 Settlement or the Settlement Class. In no event shall Settlement Class Members who
17 purport to opt out of the Settlement as a group, aggregate, collective, or class involving
18 more than one Settlement Class Member be considered a successful or valid opt out. Any
19 Settlement Class Member who fails to timely and validly opt out of the Settlement Class
20 shall be bound by the terms of this Settlement.

21 15. Any Settlement Class Member who wishes to object to the Settlement must
22 not opt out of the Settlement and must file a timely written statement of objection with the
23 Court and postmark a written statement of objection and mail it to the Settlement
24 Administrator no later than the Objections Deadline. The objection must state the case
25 name and number, the basis for and an explanation of the objection, the name, address,
26 telephone number, and email address of the Settlement Class Member making the
27 objection; and a statement of whether the Settlement Class Member intends to appear at
28 the fairness hearing, either with or without counsel. In addition, any objection must be

1 personally signed by the Settlement Class Member and, if represented by counsel, then by
2 counsel. If the Class Member is represented by counsel, the objection must also include
3 counsel's full name, address, phone number, and email address. Any Settlement Class
4 Member who fails to make objections in the manner specified above shall be deemed to
5 have waived any objections and shall be foreclosed from making any objections, whether
6 by appeal or otherwise, to the Settlement. No Settlement Class Member shall be entitled
7 to contest in any way the approval of the terms and conditions of this Agreement or the
8 Court's Final Approval Order or Final Judgment except by filing or mailing written
9 objections in accordance with the provisions of the Agreement.

10 16. No payments or other consideration shall be provided to any objector or to
11 counsel for any objector to the Settlement in connection with the objector withdrawing an
12 objection, foregoing the right to appeal an objection, or withdrawing an appeal unless such
13 payment is disclosed to and approved by the Court.

14 17. Class Counsel's request for approval of attorneys' fees, costs and
15 reimbursement of expenses shall be filed on or before two weeks prior to the opt out and
16 objection deadline.

17 18. All memoranda, declarations and other evidence in support of the request
18 for Final Approval shall be filed on or before three weeks after the opt out and objection
19 deadline has passed.

20 19. All proceedings in this Action other than such as may be necessary to carry
21 out the terms and conditions of this Order or the responsibilities incidental thereto are
22 stayed and suspended as between the Plaintiffs and Defendants until further order of the
23 Court.

24 20. The Court expressly reserves its right to adjourn the Fairness Hearing from
25 time to time without further notice other than to counsel of record and to approve the
26 proposed Settlement and request for approval of attorneys' fees and expenses at or after
27 the originally scheduled Fairness Hearing.

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21. The Court retains exclusive jurisdiction over the Action and all matters arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

Hon. Mary E. Wiss
JUDGE OF THE SUPERIOR COURT

EXHIBIT H

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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 a
5 Settlement Agreement (the “Settlement Agreement”), providing for the settlement of this
6 case (the “Settlement”).

7 A Fairness Hearing was held before this Court on _____, to consider, among
8 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 Settlement
15 Agreement, and all capitalized terms used in this Final Judgment will have the same
16 meanings as set forth in the Settlement Agreement, unless otherwise defined in this Final
17 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 Settlement Agreement is the product of good faith
23 arms-length negotiations by the Parties, each of whom was represented by experienced
24 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:
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1 **Category 1.** All individuals who, at any time from August 21, 2013 to September
2 8, 2016, had a conditional offer of employment withdrawn by Defendants.

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

8 **Category 3.** All individuals who, at any time from January 1, 2015 to September
9 8, 2016, received conditional offers of employment from Defendants.

10 3. This Court approves all terms set forth in the Settlement Agreement and
11 the Settlement reflected therein, and finds that such Settlement is, in all respects, fair,
12 reasonable, adequate and in the best interest of the Settlement Class Members, and the
13 Parties to the Settlement Agreement are directed to consummate and perform its terms.

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

26 5. [If there are objections] Any and all objections to the Settlement
27 Agreement, the Service Payments to the Named Plaintiffs, and Class Counsel's request for
28 attorneys' fees, costs and expenses have been considered and are hereby found to be

1 without merit and are overruled. Additionally, no payments or other consideration shall
2 be provided to any objector or to counsel for any objector to the Settlement in connection
3 with the objector withdrawing an objection, foregoing the right to appeal an objection, or
4 withdrawing an appeal unless such payment is disclosed to and approved by the Court.

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

20 7. The term “Effective Date” as used herein shall have the same meaning as
21 set forth in the Parties’ Settlement Agreement.

22 8. Within five business days of the Effective Date of the Settlement, Hertz
23 shall deliver to the Settlement Administrator for deposit the Settlement Amount of the
24 \$1,619,000 in accordance with the Settlement Agreement.

25 9. Having reviewed the submissions of Class Counsel, the Court finds that the
26 sum of \$ _____ is reasonable compensation for Class Counsel’s attorneys’
27 fees and expenses. The Settlement Administrator will pay this sum, from the Settlement
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1 Amount, by wire transfer to Class Counsel seven days following the receipt of the
2 Settlement Amount, in accordance with the Settlement Agreement.

3 10. Having reviewed the submissions of Class Counsel, the Court finds that
4 \$5,000 to each Class Representative is reasonable compensation for the Named Plaintiffs'
5 services in this matter. The Settlement Administrator shall pay these sums out of the
6 Settlement Amount to each Named Plaintiff within seven days following the receipt of the
7 Settlement Amount, in accordance with the Settlement Agreement.

8 11. Having reviewed the submissions of Class Counsel, the Court finds that the
9 not to exceed \$ _____ requested amount is reasonable compensation for the settlement
10 administration services provided by _____ in this matter.

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

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

23 14. On the Effective Date, for the benefits and consideration outlined in this
24 Agreement, all Settlement Class Members who have not timely and properly opted out of
25 the Settlement Class, and each of their respective executors, representatives, heirs,
26 successors, trustees, guardians, agents, and all those who claim through them or who
27 assert claims on their behalf, fully and forever release, waive, acquit, and discharge the
28 Released Parties from any claims that were or could have been asserted in the Complaint,

1 including, but not limited to, claims arising under the FCRA and equivalent provisions
2 under state and local law. This release of claims explicitly includes claims for actual
3 damages, statutory damages, and punitive damages, as well as for attorneys' fees and
4 costs, but excludes claims relating to discrimination or any claims asserted in *Lee v. Hertz*
5 *Corp.*, No. 18-cv-07481-RS (N.D. Cal.).

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

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

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

16
17 Dated: _____

18 Hon. Mary E. Wiss
19 JUDGE OF THE SUPERIOR COURT

EXHIBIT I

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
<i>PAO Entered</i>	<i>To be entered by the Court</i>	<i>N/A</i>	<i>3/14/2019</i>
Defendants to Send Class List to Settlement Administrator	10 business days after PAO entered	30	3/28/2019
Initial Notice Mailing	14 days after receipt of Class List by Settlement Administrator	58	4/11/2019
Plaintiffs Move for Attorneys' Fees, Costs, Class Rep Awards	14 days prior to Opt Out & Objections Deadline	74	5/27/2019
Motion for Attorneys' Fees, Costs, etc. to be posted on Settlement Website	24 hours after filing	74	5/28/2019
Opt Out & Objections Deadline	60 days after Initial Notice Mailing	39	6/10/2019
Claims Deadline	60 days after Initial Notice Mailing	28	6/10/2019
Plaintiffs Move for Final Approval	21 days after Opt Out & Objections Deadline	75	7/1/2019
<i>Final Fairness Hearing</i>	<i>Date to be set by Court</i>	<i>N/A</i>	<i>7/8/2019</i>
<i>FAO Entered</i>	<i>To be entered by the Court</i>	<i>N/A</i>	<i>7/9/2019</i>
Effective Date	First business day after either Final Judgment entered, if no objectors or after appeals period expires, if objectors	33	7/10/2019
Defendants Wire Settlement Amount	21 business days after Effective Date	76	8/8/2019
Class Members' Checks Mailed	7 days following receipt of Settlement Amount	77	8/15/2019
Attorneys' Fees, Costs Paid & Settlement Admin. Expenses Deducted from Fund	7 days following receipt of Settlement Amount	78	8/15/2019
Class Counsel May Now Include Information on Settlement in Resumes, on Website, etc.	2 months after FAO entered	81	9/9/2019
Check Negotiation Deadline	90 days after checks are mailed	57	11/13/2019
Cy Pres Distribution	14 days after Check Negotiation Deadline	57	11/27/2019
Toll-Free Phone Support Ends	14 days after Check Negotiation Deadline	65	11/27/2019
Settlement Website May be Taken Down	3 months following Effective Date	64	10/10/2019
Injunctive Relief Period	36 months following Effective Date	47, 49, 50	7/10/2022