

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

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

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING

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

- This Notice relates to a proposed Settlement in a class action lawsuit that alleges that The Hertz Corporation and Dollar Thrifty Automotive Group, Inc. (“Hertz”) violated the Fair Credit Reporting Act (“FCRA”) by failing to provide required background check related disclosures and notices to job applicants.

- Hertz denies that it violated the law in any fashion whatsoever. The two sides disagree as to whether Hertz’s conduct was permitted under the FCRA, whether Hertz would be liable under the FCRA with respect to that conduct, and if so, the extent of any such liability. The parties have agreed to resolve the lawsuit against Hertz through a settlement.

- There are three Categories of the Settlement Class, which are defined in detail within this Notice. Membership in the Settlement Class, and Categories, will be determined based upon Hertz’s records. You may be eligible to receive a payment from this class action settlement. For Category 1 Settlement Class Members, the parties estimate that those who do not opt out will receive a monetary payment of approximately \$100.69. For Category 2 Settlement Class Members who do not opt out and, Category 3 Settlement Class Members who do not opt out and return timely and valid Claim Forms, the parties estimate those individuals will each receive a monetary payment of approximately \$50.35.

- If you are a Settlement Class Member, your individual mailed notice indicates which Category you are in. If you have questions about your Category, you can contact the Settlement Administrator.

- The final amount of monetary payments Class Members will receive depends on the Category, the number of final participating Class Members, and other factors, as further described in the Settlement Agreement. All Class Members will receive non-monetary relief as described in the Settlement Agreement.

- The Court still has to decide whether to approve this Settlement, which may take some time.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Submit a Claim Form	If you are a Category 3 Settlement Class Member, you should have received a postcard notice in the mail, with an attached Claim Form. If you are a Category 3 Settlement Class Member and you wish to receive a payment under the Settlement, you must return the Claim Form. Claim Forms must be postmarked or submitted online no later than July 15, 2019.

Do Nothing	If you are a Category 1 or 2 Settlement Class Member, you should have received a postcard notice in the mail indicating your Category. If you are a Category 1 or 2 Settlement Class Member and do nothing, you will receive a payment and you will not be able to sue Hertz for this conduct in the future. If you are a Category 3 Settlement Class Members and do not return the Claim Form, you will receive no payment and you will not be able to sue Hertz for this conduct in the future.
Exclude Yourself	Receive no payment. This is the only option that allows you ever to be part of any other lawsuit or legal action against Hertz about the background check related matters being resolved in this Settlement. Your written request to exclude yourself must be mailed to the Settlement Administrator and postmarked by July 15, 2019.
Object	Write about why you object to the Settlement. Objections must be mailed to the Settlement Administrator and postmarked no later than July 15, 2019. If you are in Category 3 and you object, you must still return a Claim Form by July 15, 2019 if you wish to receive a payment if the Settlement is approved.
Go to a Hearing	Ask to speak in Court about the fairness of the Settlement. The Final Fairness Hearing will be held on August 16, 2019 at 1:30 pm. You are not required to attend the hearing.

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Basic Information

1. Why did I get this Notice?

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

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

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

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

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

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

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

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

2. What is the lawsuit about?

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

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

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

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

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

3. Why is this case a class action?

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

4. Why is there a settlement?

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

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

Who Is in The Settlement

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

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

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

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

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

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

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

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

The Settlement Benefits—What You Get

6. What does the Settlement provide?

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

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

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

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

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

The parties estimate that Category 1 Settlement Class Members who do not opt out will receive approximately \$100.69, and that Category 2 Settlement Class Members who do not opt out and Category 3 Settlement Class Members who do not opt out and who return timely and valid Claim Forms will receive approximately \$50.35. These amounts are estimates only and the actual amounts paid will depend on the other factors outlined above.

7. How can I get a payment?

In order to qualify and receive a payment, Category 3 Settlement Class Members must either submit the Claim Form attached to their postcard notice via mail or complete a Claim Form through the Settlement Website, www.LeeFCRAsettlement.com, by July 15, 2019. Claims Forms must be submitted or postmarked by July 15, 2019. Category 1 and 2 Settlement Class Members do not need to do anything to receive a payment.

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

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

8. When would I get my payment?

The Court will hold a Final Fairness Hearing at **1:30 pm** on **August 16, 2019** in the Superior Court of California, County of San Francisco, Department 305, 400 McAllister Street, San Francisco, CA 94102, to decide whether to approve the Settlement. If the Settlement is approved, there may be appeals. Payments to members of the Settlement Class will be made only if the Settlement is finally approved. This may take some time, so please be patient.

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

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

10. How do I get out of the Settlement?

If you choose to be excluded from the Settlement (“opt out”), you will not receive any money, and you will not be bound by any judgment or other final disposition of the lawsuit. You will retain any claims against Hertz that you might have. To request exclusion, send, via U.S. mail, a written notice addressed to the Settlement Administrator indicating your name and address and stating that you desire to opt out of the Settlement or otherwise does not want to participate in the Settlement. **Your request for exclusion must be sent by first-class mail, postmarked on or before July 15, 2019**, addressed to:

Lee & Campbell v. The Hertz Corp. & Dollar Thrifty Auto Grp., Inc.
c/o JND Legal Administration
PO Box 91118
Seattle, WA 98111-9961

If the request is not postmarked on or before July 15, 2019, your request for exclusion will be invalid, and you will be bound by the terms of the Settlement approved by the Court.

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

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

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

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

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

The Lawyers Representing You

13. Do I have a lawyer in this case?

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

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

14. How will the lawyers be paid?

Counsel for the Settlement Class intend to apply to the Court for an award of attorneys' fees, in an amount not greater than one-third of the Settlement Funds (\$539,667), plus documented, customary out-of-pocket expenses incurred during the case, not to exceed \$60,000. The Court may award less. Counsel for the Settlement Class also will seek compensation for the Named Plaintiffs in an amount not to exceed \$10,000 (\$5,000 each). In all cases, these amounts will be paid directly out of the Settlement Fund. Amounts paid to Class Counsel as fees and expenses and service awards to the Named Plaintiffs will reduce the amount that can be paid out to the Settlement Class. The attorneys representing the Class have handled this case on a contingency basis. To date, they have not been paid anything for their work, and they have paid all of the litigation costs out-of-pocket, without any reimbursement. Class Counsel will be required to submit a fee request to the Court demonstrating why the fees and costs they are seeking are reasonable. This petition will be available on the Settlement Website no later than July 2, 2019.

Objecting to The Settlement

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

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

Written objections must include: (i) your name, address, telephone number, and email address; (ii) a statement that you are a member of the Settlement Class; (iii) the basis for the objection to the Settlement. You must mail your objection by first class mail to the Settlement Administrator at the following address postmarked no later than July 15, 2019:

Lee & Campbell v. The Hertz Corp. & Dollar Thrifty Auto Grp., Inc.
c/o JND Legal Administration
PO Box 91118
Seattle, WA 98111-9961

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

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

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

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

There will be a Final Fairness Hearing to consider approval of the proposed settlement at **1:30 pm** on **August 16, 2019** at the Superior Court of California, County of San Francisco, Department 305, 400 McAllister Street, San Francisco, CA 94102. The hearing may be postponed to a later date without further notice, but any such delay will be noted on the Settlement Website at www.LeeFCRAsettlement.com. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of the Settlement; whether the Settlement Class is adequately represented by Plaintiffs and Counsel for the Settlement Class; and whether an order and final judgment should be entered approving the proposed Settlement. The Court also will consider Class Counsel's application for an award of attorneys' fees and expenses and the Named Plaintiffs' service awards.

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

18. Do I have to come to the hearing?

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

Getting More Information

19. Are there more details about the Settlement?

This Notice is only a summary.

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

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

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

20. How do I get more information?

You can visit www.LeeFCRAsettlement.com or contact the Settlement Administrator, identified in paragraph 10 above. The Settlement Administrator's toll-free telephone number is: 1-833-285-1322. **Do not contact the Court for information.**