

If you rented a vehicle at a California airport location between January 1, 2007 and November 14, 2007, you may be entitled to cash or vouchers from a class action settlement.

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

- A settlement has been reached in a class action lawsuit claiming that certain car rental companies agreed with each other to pass on the Airport Concession Fee and Tourism Commission Assessment to customers who rented vehicles from certain California airport locations.
- The settlement provides cash payments or vouchers to those included in the settlement.
- The settlement will also require the California Travel and Tourism Commission to adopt certain practices related to meetings and its communications with the public and rental car companies about Tourism Commission Assessments.
- This notice summarizes the proposed settlement. The complete terms of the settlement, including information describing the benefits you may be entitled to receive and the rights you may be giving up, are contained in the Stipulation of Settlement, which may be found online at www.ACFTCAsettlement.com.
- Your legal rights are affected whether you act or don't act. Read this notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
SUBMIT AN ELECTION OF BENEFITS FORM	The only way to get a cash payment or voucher.
EXCLUDE YOURSELF	Get no payment or voucher. This is the only option that allows you to ever be part of another lawsuit against the Defendants about the legal claims asserted in this lawsuit or released through the settlement.
OBJECT	Write to the Court about why you don't like the settlement.
GO TO A HEARING	Ask to speak in Court about the fairness of the settlement.
DO NOTHING	Get no payment or voucher. Give up rights.

- These rights and options—**and the deadlines to exercise them**—are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Cash payments will be made and vouchers will be distributed only if the Court approves the settlement and after any appeals are resolved. Please be patient.

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BASIC INFORMATION

1. Why was this notice issued?

A Court authorized this notice because you have a right to know about the proposed settlement of this class action lawsuit and about all of your options before the Court decides whether to approve the settlement. This notice explains the lawsuit, the settlement, your legal rights, what benefits are available, and who can get them.

Judge Michael M. Anello of the United States District Court for the Southern District of California is overseeing this class action. The case is known as *Shames v. The Hertz Corporation*, Case No. 07cv2174-MMA. The people who sued are called the Plaintiffs and the companies they sued, The Hertz Corporation, Dollar Thrifty Automotive Group, Inc., Avis Budget Group, Inc., Vanguard Car Rental USA, LLC, Enterprise Holdings, Inc., Fox Rent A Car, Inc. and the California Travel and Tourism Commission, are called the Defendants. The Hertz Corporation, Dollar Thrifty Automotive Group, Inc., Avis Budget Group, Inc., Vanguard Car Rental USA, LLC, Enterprise Holdings, Inc., and Fox Rent A Car, Inc. may also be referred to as the Rental Car Defendants.

2. What is this lawsuit about?

The lawsuit claims that the Defendants violated antitrust and other laws by raising rental car prices at California airports by agreeing with each other to pass on the Airport Concession Fee (ACF) and Tourism Commission Assessment (TCA) to customers for rentals at certain California airport locations. The Defendants deny all of the claims in the lawsuit and deny that they did anything wrong.

3. What is a class action?

In a class action, one or more people, called a Class Representative (in this case Gary Gramkow), sue on behalf of all people who have similar claims. The people included in the class action are called a Class or Class Members. A single court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

4. Why is there a settlement?

The Court did not decide in favor of the Plaintiffs or the Defendants. Instead, both sides agreed to a settlement. This way, they avoid the cost and risk of a trial and the Class can get benefits. The Class Representative and his attorneys think the settlement is best for all Class Members.

WHO IS INCLUDED IN THE SETTLEMENT

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

If you received a notice in the mail or by email, at least one of the Rental Car Defendants' records shows that you are included in the settlement. Generally, the settlement includes people who rented a vehicle directly from corporate-owned locations of Alamo, Avis, Budget, Dollar, Enterprise, Fox Rent A Car, Hertz, National or Thrifty for pick up at a California airport location from January 1, 2007 through November 14, 2007, and were charged and paid an ACF and/or TCA as a separate line item on their invoice to one of those companies.

6. Are there exceptions to being included in the settlement?

Yes. Rentals from non-corporate owned airport locations, rentals made as part of a pre-existing agreement with a business or governmental body according to which the rental charge was determined, and rentals where the customer paid a package price to a tour operator or online booking agency (such as Priceline or Hotwire) are not included in the Class and are not entitled to cash payments or vouchers from this settlement.

Rentals made at California airport licensee locations are not included in the settlement. A list of the licensee locations is available at www.ACFTCAsettlement.com.

QUESTIONS? CALL 1-888-758-5690 TOLL FREE OR VISIT WWW.ACFTCASETTLEMENT.COM

7. What if I am still not sure if I am included?

Visit www.ACFTCAsettlement.com, call 1-888-758-5690 or write to ACF/TCA Settlement Administrator, c/o KCC LLC, PO Box 43092, Providence, RI 02940-3092 for more information.

THE SETTLEMENT BENEFITS—WHAT YOU CAN GET

8. What does the settlement provide?

The settlement provides the option of a cash payment or voucher from each Rental Car Defendant that the Class Member rented a vehicle from, at a California airport location, between January 1, 2007 and November 14, 2007, and paid an ACF and/or TCA as a separate line item on their invoice. The benefit options are based on the total number of days each vehicle was rented. Benefit options are:

Total number of rental days (from 1/1/07 to 11/14/07)	Option	Description
Any	Cash	\$2 per day (\$5 minimum payment)
Less than eight	One – One Day Voucher	one voucher good for free time and mileage for <u>one</u> rental day
Eight or more	Two – One Day Vouchers	two vouchers, each good for free time and mileage for <u>one</u> rental day; or
	One – Two Day Voucher	one voucher good for free time and mileage for <u>two</u> rental days

Rental days for vehicles rented from Avis or Budget may be combined when selecting benefit options.

9. Tell me more about the vouchers.

Vouchers:

- will be issued in the brand name of each of the rental car companies that charged the Class Member an ACF and/or TCA (Avis and Budget will issue vouchers as Avis/Budget);
- will be printed with the name and address of the Class Member and may be redeemed only by the Class Member or someone living in the same household at the same address;
- cannot be transferred or reassigned to a different person;
- may be used for the rental of a compact, midsize (intermediate), standard, or full size car class of vehicle;
- are valid with applicable daily, weekly and other multi-daily rates and can be used with most other rate discounts the renter may be eligible for;
- will expire 18 months after the date of issue;
- are for time and mileage charges only and do not include one-way or drop charges, taxes, fees, charges, insurance and any optional products; and
- may be redeemed at the brand of any of the issuing rental car company's U.S. corporate-owned locations (Avis/Budget vouchers may be redeemed at an Avis or Budget U.S. corporate-owned location), but not at Independent Licensed Locations.

Please note that there is a relatively small list of Independent Licensed Locations where the vouchers may not be redeemed, which will be available at www.ACFTCAsettlement.com.

QUESTIONS? CALL 1-888-758-5690 TOLL FREE OR VISIT WWW.ACFTCASETTLEMENT.COM

HOW TO GET BENEFITS—SUBMITTING AN ELECTION OF BENEFITS FORM

10. How can I get a cash payment or voucher?

To get a cash payment or voucher you must submit an Election of Benefits Form. You can complete and submit your form online at www.ACFTCAsettlement.com, or by mail. You may also print a form from the website or request one by calling 1-888-758-5690 or by sending a letter by mail to the Settlement Administrator. You must complete and submit your Election of Benefits Form online or mail it so it is postmarked no later than **January 25, 2013**. If you received a postcard in the mail or notice by email, you can use the Election of Benefits ID# provided on the front of the card or at the top of the email to access your rental records and submit your election of benefits online.

11. When will I get my cash payment or voucher?

The Court will hold a hearing on October 29, 2012, to decide whether to approve the settlement. If Judge Anello approves the settlement, there may be appeals. It is always uncertain whether the appeals can be resolved and resolving them can take time. Cash payments will be made and vouchers will be issued only after the Court grants approval of the settlement and any appeals are resolved. Please be patient.

If you change your mailing or email address before settlement benefits are issued, you should update your information online at www.ACFTCAsettlement.com or by sending a letter to the Settlement Administrator to ensure you receive your cash payment or voucher. Remember, vouchers will be printed with the address the Administrator has on file, so it is important that you update your mailing address if it changes before the settlement benefits are distributed.

12. What rights am I giving up to get a cash payment or voucher and stay in the Class?

Unless you exclude yourself, you are staying in the Class. If the settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. This means you won't be able to sue, continue to sue, or be part of any other lawsuit against the Defendants for any claim asserted in this lawsuit or released by this settlement. The specific rights you are giving up are called Released Claims. The Released Claims are described in detail in section 6 of the Stipulation of Settlement which is available at www.ACFTCAsettlement.com.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you want to keep the right to sue or continue to sue the Defendants about the claims released by this settlement, you must take steps to get out of the settlement. This is called excluding yourself or is sometimes called opting out of the settlement Class.

13. How do I get out of the settlement?

To exclude yourself from the settlement, you must send a letter by mail saying that you want to be excluded from *Shames v. The Hertz Corporation*, Case No. 07cv2174-MMA. Be sure to include your name, address, telephone number, and signature. You must mail your exclusion request so that it is postmarked by **October 1, 2012**, to: ACF/TCA Settlement Exclusions, c/o KCC LLC, PO Box 43092, Providence, RI 02940-3092.

14. If I exclude myself, will I still get a cash payment or voucher from this settlement?

No. If you exclude yourself, you are telling the Court that you don't want to be part of the Class in this settlement. You can only get a cash payment or voucher if you stay in the Class, submit an Election of Benefits Form, and the settlement is approved by the Court and becomes final.

15. If I don't exclude myself, can I sue the Defendants for the same claims later?

No. Unless you exclude yourself, you are giving up the right to sue the Defendants for the claims that this settlement resolves. You must exclude yourself from *this* Class to start or continue with your own lawsuit or be part of any other lawsuit.

QUESTIONS? CALL 1-888-758-5690 TOLL FREE OR VISIT WWW.ACFTCASETTLEMENT.COM

THE LAWYERS REPRESENTING YOU

16. Do I have a lawyer in this case?

Yes. The Court appointed Dennis Stewart of Hulett Harper Stewart LLP and Donald G. Rez of Sullivan Hill Lewin Rez & Engel to represent you and other Class Members. Together, these lawyers are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

17. How will the lawyers be paid?

Class Counsel has not been paid for their work on this case. They will ask the Court to approve a payment of attorneys' fees and expenses of up to \$5,870,000. They will also ask for a payment of \$2,000 to be paid to the Class Representative for his help on behalf of the entire Class. If approved, these fees, costs, expenses and payments will be paid separately by the Defendants and will not reduce the amount of cash or vouchers available to Class Members.

OBJECTING TO THE SETTLEMENT

You can tell the Court if you don't agree with the settlement or any part of it.

18. How do I tell the Court if I don't like the settlement?

If you're a Class Member, you can object to the settlement. You can give reasons why you think the Court should not approve it. The Court will have the opportunity to consider your views before making a decision. To object, you must send a letter stating that you object to the settlement in *Shames v. The Hertz Corporation*, Case No. 07cv2174-MMA. Be sure to include your name, address, telephone number, signature and the reasons why you object to the settlement. Mail your objection to each of the addresses below so that it is postmarked by **October 1, 2012**.

Clerk of the Court	Class Counsel	Defense Counsel
U.S. District Court Southern District of California 940 Front Street San Diego, CA 92101-8900	Donald G. Rez Sullivan Hill Lewin Rez & Engel 550 West C Street, 15th Floor San Diego, CA 92101	Michael F. Tubach O'Melveny & Myers LLP Two Embarcadero Center, 28 th Floor San Francisco, CA 94111

19. What's the difference between objecting to the settlement and excluding myself from it?

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Class (meaning you do not exclude yourself). Excluding yourself is telling the Court that you don't want to be part of the Class. If you exclude yourself, you cannot object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you don't have to.

20. When and where will the Court decide whether to approve the settlement?

The Court will hold a Fairness Hearing at 2:30 p.m. on Monday, **October 29, 2012**, at the United States District Court, Southern District of California, 940 Front Street, San Diego, CA 92101-8900. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Anello will listen to people who have asked to speak at the hearing (see Question 21). The Court may also decide whether to approve the agreed upon fees, cost and expense. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take.

QUESTIONS? CALL 1-888-758-5690 TOLL FREE OR VISIT WWW.ACFTCASETTLEMENT.COM

21. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

22. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter saying that it is your "Notice of Intention to Appear in *Shames v. The Hertz Corporation*, Case No. 07cv2174-MMA." Be sure to include your name, address, telephone number, and signature. Your letter must be postmarked by **October 1, 2012**, and sent to the addresses in Question 18.

IF YOU DO NOTHING

23. What happens if I do nothing at all?

If you do nothing you won't get a cash payment or voucher from this settlement. You will also be giving up your right to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about any of the claims asserted in this lawsuit or released by this settlement, ever again.

GETTING MORE INFORMATION

24. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in the Stipulation of Settlement. You can get a copy of the Stipulation of Settlement by visiting www.ACFTCAsettlement.com.

25. How do I get more information?

You can call 1-888-758-5690 toll free; write to ACF/TCA Settlement Administrator, c/o KCC LLC, PO Box 43092, Providence, RI 02940-3092; or visit the website at www.ACFTCAsettlement.com.

DATE: May 22, 2012