

SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES

RUBEN JAUREGUI, Plaintiff, Case No. 239766 CLASS ACTION, THE HERTZ CORPORATION, Defendant.

NOTICE TO CERTAIN PERSONS WHO RENTED VEHICLES FROM HERTZ AND WHO ACCEPTED A LOSS DAMAGE WAIVER OR PARTIAL DAMAGE WAIVER ON OR AFTER JUNE 14, 1997

This notice may affect your rights. Please read it carefully.

If you rented a vehicle from The Hertz Corporation or any of its wholly-owned subsidiaries ("Hertz") and accepted a damage waiver on or after June 14, 1997, this notice will be important to you. A proposed settlement has been reached in a lawsuit alleging that Hertz failed to post signs regarding damage waivers, failed to make certain oral and written disclosures regarding damage waivers, and improperly limited the scope of damage waivers. The purpose of this notice is to inform you of the proposed settlement, and a hearing to consider the settlement to be held on January 24, 2002 at 1:30 p.m., before Judge Anthony J. Mohr, Department 309 of the Superior Court of the State of California, Los Angeles County; how to participate in the settlement; how to object to it if you wish; and how to get more information.

A. Description of the Lawsuit.

On December 15, 2000 Plaintiff Ruben Jauregui (among others) commenced an action against Hertz (among others), entitled *Sanchez, et. al. v. Avis Rent A Car Systems, Inc., et al.* (Los Angeles Superior Court Case No. BC 239766), which action was dismissed on grounds of misjoinder of parties. Plaintiff Ruben Jauregui thereafter, on June 14, 2001, commenced an action against Hertz, entitled *Jauregui v. The Hertz Corporation*, (Los Angeles County Superior Court Case No. BC 239766) (collectively, the "Action"), which was brought as both a purported class action and private attorney general action and which asserts claims for violations of Civil Code section 1936; the Consumers Legal Remedies Act, Civil Code section 1770, et seq.; and the Unfair Competition Law, Business and Professions Code section 17200 et seq., based on alleged violations of Civil Code section 1936 and Business and Professions Code section 22325; and common law claims for money paid on a void contract and declaratory relief. Plaintiff alleges that Hertz failed to post signs regarding Hertz's damage waivers, failed to make certain oral and written disclosures regarding damage waivers, and improperly limited the scope of damage waivers. Hertz denies the allegations made in the Action and denies any and all liability with respect to the facts alleged therein, and denies that anyone in the plaintiff settlement class has suffered damage or is entitled to any relief whatsoever. The Court has not decided whether plaintiff or Hertz is correct.

B. The Class Members.

For purposes of settlement, the Court has certified a class consisting of all persons who rented vehicles from Hertz and who accepted a "damage waiver" (including Loss Damage Waiver or Partial Damage Waiver) on or after June 14, 1997 up to and including the date of Final Approval. If you fit within this definition, you will be considered a member of the class unless you request to be excluded. **YOU NEED NOT DO ANYTHING IF YOU WISH TO BE INCLUDED IN THE SETTLEMENT.**

If you do not wish to be a member of the class, you may exclude yourself by mailing a written request to be excluded postmarked no later than December 17, 2001, and addressed to David J. Vendler, Morris, Polich & Purdy, LLP, 1055 W. Seventh St., 24th floor, Los Angeles, CA 90017-9100. The request should state your name and address. If you choose to exclude yourself from the class, you will not be affected by the Action, and you will not be able to participate in this settlement.

C. Description of the Settlement.

As part of the settlement, Hertz has agreed to make certain changes to its rental agreement, and agreed that its disclosures will continue to comply with California Civil Code section 1936 and other applicable laws. Hertz also has agreed to continue its current practice of posting signs at its California locations containing the information set forth in California Code of Civil Procedure section 1936(h)(1), and making an oral disclosure complying with California Business & Professions Code section 22325 to each customer at the counter. Hertz will also issue an annual reminder of this requirement to its counter employees, and will advise its Hertz #1 Club Gold members of the same information. Hertz also has agreed to provide certificates to claiming members of the plaintiff settlement class, redeemable for 20% off the base rental rate or a free upgrade on one rental, as follows: After verification by Hertz, Hertz will transmit a maximum of one certificate to each member of the class who fills out and returns the claim form below, stating under penalty of perjury that he or she rented from Hertz in California during the class period and selected and paid for a damage waiver, and returns the form to Hertz at the address on the form. The certificate will have no expiration date, will not require an advance reservation and will be redeemable at any Hertz corporate location in the United States. Members of the class who paid a pre-negotiated reduced rate for a damage waiver or whose pre-negotiated rental rate included extension of damage waiver benefits without a separate charge for same will not be eligible for a certificate. The certificates will be non-transferable and non-combinable, subject to limited black out dates, and have no cash value. The upgrade will be subject to availability and will not include upgrade to "Prestige" class vehicles, such as Jaguars.

Plaintiff has agreed to dismiss the Action, including the claims of the class members, with prejudice, which dismissal will be incorporated in a final judgment. All members of the class who have not excluded themselves will be bound by any final judgment entered by the Court. All claims of the class members which were or could have been asserted in the Action will be released as provided in the Settlement Agreement, and class members will be forever barred from seeking other or further relief on such claims. Judgment in the action will apply to and bind all class members who have not excluded themselves.

D. Right to Object

Any class member who objects to the settlement and who has not excluded himself or herself from the settlement, may file a written objection with the Court. ANY SUCH OBJECTION MUST BE SERVED ON THE ATTORNEYS FOR THE CLASS, AT THE ADDRESS SET OUT BELOW ON OR BEFORE DECEMBER 17, 2001. ANY OBJECTIONS TO THE SETTLEMENT MUST BEGIN WITH THE FOLLOWING STATEMENT: "I OBJECT TO THE PROPOSED SETTLEMENT IN JAUREGUI V. THE HERTZ CORPORATION, Case No. 239766, California Superior Court, Los Angeles County." All objections must state the objector's name and address and all grounds for the objection in writing. Objections should be sent to David J. Vendler, Morris, Polich & Purdy, LLP, 1055 W. Seventh St., 24th floor, Los Angeles, CA 90017-9100.

E. Court Hearing and Final Approval

The proposed Settlement Agreement must be finally approved by the Court. On January 24, 2002 at 1:30p.m., in Department 309, Los Angeles Superior Court, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005, a hearing will be held on whether the proposed settlement should be approved as fair, reasonable and adequate.

If you file a timely written objection and have not previously requested exclusion, you may appear at the hearing in person or through an attorney retained at your own expense. **IF YOU WISH TO APPEAR AT THE HEARING TO OBJECT TO THE SETTLEMENT, YOU MUST NOTIFY THE COURT AND COUNSEL IN WRITING OF YOUR INTENTION TO DO SO, WITH YOUR WRITTEN OBJECTION FILED AS DESCRIBED ABOVE. DO NOT CALL OR PERSONALLY CONTACT THE COURT OR HERTZ ABOUT MATTERS SET FORTH IN THIS NOTICE.**

Any written objections to the Settlement and notices of intent to appear at the final approval hearing must be mailed to the attorneys for the class on or before December 17, 2001.

F. Examination of Papers.

You may inspect the complete Settlement Agreement, the Complaint, and other papers filed in this lawsuit during the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday (excluding holidays) at the office of the Clerk of the Superior Court, Los Angeles Superior Court, Central Civil West Courthouse, 600 South Commonwealth Avenue, Los Angeles, California 90005.

G. Additional Information

DO NOT CONTACT THE COURT OR HERTZ CONCERNING THIS NOTICE OR THE LAWSUIT. If you have questions contact your own attorney or, if you would like more information about this notice or this case, you may contact: David J. Vendler, Morris, Polich & Purdy, LLP • 1055 W. Seventh St., 24th floor, Los Angeles, CA 90017-9100 • (213) 891-9100.

DATED: September 28, 2001

s / The Honorable Anthony J. Mohr
Judge, Superior Court of California, County of Los Angeles

CLAIM FORM

(PLEASE TYPE OR PRINT LEGIBLY)

Name: _____

Driver's License State: _____

Address: _____

Driver's License Number: _____

City: _____

Hertz #1 Club Gold® Number: _____

State: _____ Zip: _____

(if available)

e-mail address: _____

I certify, under penalty of perjury, that I rented a vehicle from Hertz in _____, California, on _____ (must be after June 14, 1997), and that I selected and paid for Loss Damage Waiver or Partial Damage Waiver.

Dated: _____ Signed: _____

INFORMATION PROVIDED IS SUBJECT TO VERIFICATION BY HERTZ
RETURN CLAIM FORM TO : THE HERTZ CORPORATION P.O. Box 268804 Oklahoma City, OK 73126