

United States District Court for the District of New Jersey  
NOTICE

If you rented a vehicle from Hertz in the United States at any time between July 1, 2006 and March 31, 2010, and during that vehicle rental you used the PlatePass® electronic toll payment service and paid PlatePass service fees (f/k/a administrative fees), you may be entitled to a cash refund payment from a class action settlement.

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

Plaintiffs filed a proposed class action lawsuit against The Hertz Corporation (“**Hertz**”), American Traffic Solutions, Inc. (“**ATS**”) and PlatePass LLC (“**PlatePass LLC**”). Hertz, ATS, and PlatePass LLC are collectively referred to herein as “Defendants.” Plaintiffs’ lawsuit claims that Defendants failed to properly disclose service fees (f/k/a administrative fees) and the correct amount of certain toll charges related to Hertz customers’ use of the PlatePass® electronic toll payment service (“PlatePass”) and breached the vehicle’s rental agreement’s terms.

A settlement has been reached in this lawsuit (the “Settlement Agreement” or “Agreement”). Under the Settlement Agreement, you may be entitled to direct benefits in the form of a cash refund.

This Notice summarizes the proposed Settlement Agreement. The complete terms of the Settlement Agreement, including additional information describing the benefits you may be entitled to receive, the fees that will be paid to lawyers for the class, and the rights you may be giving up are contained in the formal document memorializing the Settlement Agreement, which may be found at <http://www.HertzPlatePassSettlement.com>.

- Your legal rights are affected whether you act, or do not act. Please read this Notice carefully.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	The only way to get a cash payment is if you submit a Claim Form in a timely manner. The Claim Form is necessary to ensure that only eligible Settlement Class Members receive a monetary benefit.  The form can be submitted in paper form by mail at an address listed below or on-line at <a href="http://www.HertzPlatePassSettlement.com">http://www.HertzPlatePassSettlement.com</a> .
<b>EXCLUDE YOURSELF</b>	By asking to be excluded, you will not share in the settlement or receive a cash payment from it. This is the only option that allows you to participate in another lawsuit against the Defendants for the legal claims in this case.
<b>OBJECT</b>	You may write to the Court if you do not like this Settlement Agreement, the request for attorneys’ fees and expenses, the award to Plaintiffs or the refund benefits made available to eligible Class Members. You may object <u>and</u> submit a Claim Form.
<b>GO TO A HEARING</b>	You may ask to speak in Court about the fairness of the Settlement Agreement.
<b>DO NOTHING</b>	By doing nothing, you give up the opportunity to receive any payment and you give up the right to sue Defendants, and certain parties related to them, separately about the claims that have been or could have been asserted in this lawsuit.

- These rights and options — *and the deadlines to exercise them* — are explained in this Notice.

<b>Important Dates and Deadlines</b>	
<b>Class Membership Exclusion (opt out) Deadline</b>	September 24, 2013
<b>Claim Form Submission Deadline</b>	November 21, 2013
<b>Final Approval Hearing</b>	October 15, 2013
<b>Objection Submission Deadline</b>	September 24, 2013

- The Court in charge of this case still must decide whether to approve the Settlement Agreement. Payments will be made only if the Court approves the Settlement Agreement and, if there are any appeals, after appeals are resolved. Please be patient.

## What this Notice Contains

This notice contains information to inform you of an agreement to settle a proposed class action lawsuit captioned *Susan Doherty and Dwight Simonson v. The Hertz Corporation, et al.*, Case No. 1:10-CV-00359, which is pending in the United States District Court for the District of New Jersey (the "Lawsuit"). The people who brought the Lawsuit—who are known as "Plaintiffs"—claim that Defendants, through their operation of PlatePass, failed to properly disclose service fees (f/k/a administrative fees) and the correct amount of certain toll charges related to Hertz customers' use of PlatePass; breached Hertz's customer rental agreements; violated the New Jersey Consumer Fraud Act; wrongly converted (took) Class Members' monies; obtained unjust enrichment; are liable for a civil conspiracy; and should be enjoined. Each Defendant denies Plaintiffs' allegations entirely, and each states that it has done nothing wrong, improper, or illegal with respect to PlatePass, and that all disclosures with respect to PlatePass were adequate, proper, and legal.

Rather than continue to litigate the Lawsuit, the parties have reached this Settlement Agreement, which may affect your rights. The Settlement Agreement must be approved in its entirety by a Court before it becomes effective.

The purpose of this notice is to explain to you:

1. Why this Notice was sent to you;
2. What this Lawsuit is about;
3. Who represents you in this Lawsuit;
4. Why the Plaintiffs and Defendants agreed to settle;
5. The terms of the proposed Settlement Agreement;
6. When Class Members would receive payment;
7. Your rights as a Class Member;
8. What happens if you do nothing;
9. How to file a claim;
10. How to object to any portion of the Settlement Agreement;
11. How to exclude yourself from the Class;
12. The Final Approval Hearing; and
13. How to get more information.

### 1. Why this Notice was sent to you.

This Notice was sent to you at the direction of the Court presiding over and supervising the Lawsuit. This Lawsuit is what is known as a proposed "class action." In a class action, one or more individual plaintiffs sue on their own behalf and on behalf of everyone else who is in the same or similar circumstances.

This Notice explains the Lawsuit, the Settlement Agreement, your legal rights, what benefits are available, who is eligible for such benefits and how to get such benefits.

The Court has preliminarily ruled for purposes of the Settlement Agreement only that this case meets the requirements for proceeding as a class action, and that Plaintiffs are adequate representatives of the entire class, and that the case should be conditionally "certified" as a class action. When a class is certified, rulings in the case bind the class representatives and everyone else in the class. One judge – in this case, United States District Court Judge Noel L. Hillman – resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 2. What this Lawsuit is about.

In this case, two individuals, Plaintiffs Susan Doherty and Dwight Simonson, sued Defendants after using PlatePass during the period of their Hertz car rentals and being charged PlatePass-related service fees and toll charges. In the Lawsuit, Plaintiffs allege that Defendants did not properly or adequately disclose those PlatePass fees and charges and breached the vehicle rental agreement's terms. As a result, Plaintiffs allege, Defendants breached Hertz's rental car contracts; violated the New Jersey Consumer Fraud Act; wrongly converted Class Members' monies; were unjustly enriched; and committed or participated in a civil conspiracy. Plaintiffs sought legal damages and equitable injunctive relief to enjoin Defendants' alleged improper conduct.

Each Defendant has unequivocally denied, and continues to deny, each and every claim filed in the Lawsuit and all charges of wrongdoing or liability asserted against each of them arising out of any conduct, statements, acts or omissions alleged, or that could have been alleged, in the Lawsuit, and believe that the claims asserted against them in the Lawsuit are without merit. Defendants assert that PlatePass is a valuable and fairly priced service available for Hertz customers' use – at the customers' option. Each further contends its PlatePass-related disclosures are, and have always been, adequately explained to customers who chose to use the service.

The status of the case is that the parties have reached and proposed a settlement for the Court's review and approval. This settlement was reached by the parties after extensive discovery taken by both sides related to the claims and defenses asserted in the case.

This long form Notice is being provided to you because you requested it, and Defendants' PlatePass transaction records indicate that you may be a member of the Class. Those records show that you rented a vehicle from Hertz between July 1, 2006 and March 31, 2010, inclusive, and during the rental you used the PlatePass service and were assessed PlatePass service fees (f/k/a administrative fees) and toll charges associated with your use of PlatePass. Persons who fall within the Class definition and who do not "opt out" (which is described in detail below) are "Class Members" and will be bound by the proposed Settlement Agreement and orders relating to it if the Court approves the Settlement Agreement.

### 3. Who represents you in this Lawsuit?

This Lawsuit has been preliminarily certified by Judge Hillman to proceed as a class action in order to consider the proposed Settlement Agreement, which is described in this Notice. As part of the settlement approval process, Judge Hillman will decide whether the conditional certification can and should be made final and binding after notice to the Class Members is provided, giving all such persons an opportunity to object to the Settlement Agreement and/or opt out of the Settlement Agreement.

As part of the conditional certification, the Court has appointed Plaintiffs Susan Doherty and Dwight Simonson as Class Representatives. In a class action lawsuit, one or more people called "Class Representatives" sue on behalf of other people who have similar claims against the same Defendants. As noted above, each Class Representative rented a vehicle from Hertz, incurred PlatePass service fees and toll charges, and claims that Hertz did not properly or adequately disclose the applicable PlatePass charges noted above. In the Lawsuit, as noted above, Plaintiffs allege, among other things, that Hertz's alleged inadequate PlatePass disclosures breached its rental contracts with Class Members, violated a New Jersey consumer protection law, caused unjust enrichment, and constituted a civil conspiracy. Each seeks relief on behalf of themselves and on behalf of all members of the Class.

The Court has appointed attorneys from three law firms to represent the Class: Cohen Placitella & Roth, P.C.; Famer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.; and Emanuel & Dunn, PLLC. Their addresses are at the end of this Notice. The attorneys representing the Class will apply to the Court for payment of their asserted attorneys' fees from settlement funds earmarked for that purpose; you will not otherwise be charged for their work. You do not need to hire your own lawyer; but you have the right to do so and have that lawyer enter an appearance on your behalf, which would be at your own expense.

By order of the Court, the Class Representatives and Class Counsel are authorized to represent your interests in the proposed settlement.

### 4. Why Plaintiffs and Defendants agreed to settle.

Class Counsel conducted an extensive investigation relating to the allegations in the Lawsuit, which has included inspection of documents and examining knowledgeable witnesses under oath. Class Counsel also has considered defenses available to, and asserted by, Defendants and reviewed the law relating to the allegations in the Lawsuit. Class Counsel and the Class Representatives have evaluated the benefits, risks, expenses, and length of time involved in pursuing this Lawsuit through trial and possible appeals, and have taken into account the inherent uncertainty of predicting the outcome of litigation. Based on their consideration of all these factors, Class Counsel and Class Representatives have concluded that the Settlement Agreement will result in substantial benefits to Class Members and all believe that the best interests of the Class are served by settling the Lawsuit on the terms set forth in the Settlement Agreement.

The Settlement Agreement described in this Notice is a result of extensive arm's-length negotiations between and among the parties, which were conducted with the assistance of a neutral mediator, the Hon. Joel Rosen, U.S. Magistrate Judge (Retired). Class Counsel has ultimately concluded that the terms and conditions of this Settlement Agreement are fair, reasonable, and beneficial to the Class, and will provide a direct benefit to Class Members.

Likewise, Defendants have each evaluated this case and the risks and expenses of continued litigation. While Defendants do not admit any liability in this Settlement Agreement, and each Defendant believes it would prevail in the litigation, Defendants have decided that it is in their best interests to settle the case under the proposed terms and avoid the burden, expense, and uncertainty of further litigation.

## 5. The terms of the proposed Settlement Agreement.

Defendants are creating and funding a Common Fund in the amount of eleven million four thousand dollars (\$11,004,000) ("Common Fund") to make refunds to eligible Class Members who submit valid claims. The Common Fund will be used to pay eligible Class Members who complete and timely submit claim forms. Such Class Members will receive a refund of certain percentages of the PlatePass-related service fees and, in some cases, toll charges they paid for their use of the PlatePass service as follows:

- (a) With respect to an eligible Class Member's first use of PlatePass while renting a vehicle from Hertz during the Class Period, the Class Member may be entitled to receive a refund of sixty-seven percent (67%) of the PlatePass-Related Charges paid by that Class Member. PlatePass-Related Charges mean (i) service fees (f/k/a administrative fees) and (ii) any Toll Differentials, meaning the difference between the toll incurred by the Class Member and the amount paid to the toll authority if the former was greater than the latter; and
- (b) With respect to an eligible Class Member's subsequent uses of PlatePass while renting a vehicle from Hertz during the Claims Period, the Class Member may be entitled to receive a refund of thirty-eight percent (38%) of the PlatePass-Related Charges (as defined above) paid by that Class Member.

The difference in refund amounts is attributable to the likelihood that renters who used and paid for the PlatePass program two or more times might be presumed to have a certain degree of knowledge of the program and its charges.

Therefore, in order to be eligible to receive payment from the Common Fund, a Class Member will be required to provide his or her truthful assent to the following statements with respect to both his or her first use of PlatePass and, separately, his or her subsequent use or uses of PlatePass, if any, by affirmatively marking applicable boxes on the Claim Form: (A) "I did not separately rent a PlatePass transponder from Hertz pursuant to a written, signed agreement separate and apart from the Hertz rental agreement I entered into for the rental car"; (B) "I paid the PlatePass-Related Charges stated on this form;" and (C) "I was not aware of the service fees (f/k/a administrative fees) and Toll Differential associated with the PlatePass service prior to paying those charges."

Additionally, pursuant to the Settlement Agreement, Defendants agree and acknowledge that the filing of the Lawsuit by Class Counsel led to changes and modifications being made to Hertz's rental agreement in 2010.

In addition to the above-described direct benefits to Class Members, Defendants have agreed not to oppose, and to pay, Class Counsel's attorneys' fees in an amount no greater than Three Million, Twenty-Six Thousand, One Hundred Dollars (\$3,026,100) and expenses actually incurred in the Lawsuit of up to One Hundred Thousand Dollars (\$100,000), if approved by the Court upon application by Class Counsel. Defendants have also agreed to pay all costs of sending this Notice and administering the settlement. As a part of the Settlement Agreement, Class Counsel will request the Court to award them up to a total of Three Million, Twenty-Six Thousand, One Hundred Dollars (\$3,026,100) in attorneys' fees and up to One Hundred Thousand Dollars (\$100,000) in expenses actually incurred in the Lawsuit for such tasks as investigating the facts, litigating and resolving the case. Defendants have agreed not to object to these requests. If approved by the Court, Class Counsel's attorney's fees and expenses will be paid by the Defendants directly, up to the caps noted above, and will not reduce the settlement Common Fund available for satisfying valid claims by Class Members. The Court will decide how much should be paid to Class Counsel.

Also as part of the settlement, Susan Doherty and Dwight Simonson, may apply for and receive, if approved and awarded by the Court, service payments of Five Thousand Dollars (\$5,000) each to compensate them for the time and effort they devoted to the case.

Under the Settlement Agreement, neither the costs of settlement notice and administration, nor the payment of fees and costs to Class Counsel or awards to Plaintiffs will reduce any benefits to settlement Class Members. None of these amounts will be taken from the Common Fund.

## 6. When Class Members would receive payment.

The Court will hold a hearing on October 15, 2013 to decide whether to approve the Settlement Agreement. If the Court approves the Settlement Agreement in its entirety and, after that, no appeal is taken, you will receive your payment shortly thereafter if you have submitted a valid claim. If an appeal is taken, then resolving it may take some time, perhaps up to, or more than, a year, and payment will await the outcome of any such appeal.

In exchange for the relief provided in the Settlement Agreement, Class Members will release their claims against Defendants relating to PlatePass service fees (f/k/a administrative fees) and Toll Differentials. Thus, if the Settlement Agreement receives final court approval, Class Members who do not request to be excluded (opt out) will be bound by the Settlement Agreement and will release all claims (including without limitation, claims for attorneys' fees and costs), causes of action, actions, or suits, by or on behalf of any Class Member, whether arising by statute, law or in equity, under the law of any jurisdiction, which were or could have been asserted in the Lawsuit, whether liquidated or unliquidated, known or unknown, in law, equity, arbitration, or otherwise, whether or not concealed or hidden, that in any way relate to, in whole or in part, or arise out of, any of the allegations, defenses, claims, motions and/or theories raised in or that could have been raised in the Lawsuit relating to PlatePass-related charges, but, without limiting the generality of the foregoing, Class Released Claims shall not be construed to release, bar, or extinguish any claims, rights, or actions that any Class-Related Releasing Party may have against PlatePass LLC, ATS, and/or Avis Budget Group that do not involve or relate to Hertz rental transactions or PlatePass-Related Charges incurred during Hertz rental transactions, including the Soper/Avis-Budget Claims (which are those claims asserted against ATS in the putative class Florida State Court action captioned *James Soper v American Traffic Solutions, Inc.*, Case No. 10-37689 (17<sup>th</sup> Judicial Circuit, Broward County, FL) that are Avis/Budget car rentals related, and specifically excludes any Hertz-related car rental claims asserted in this Lawsuit).

Defendants do not waive any rights it may have to litigate the Plaintiffs' claims if the Settlement Agreement does not become effective. The Settlement Agreement further provides Defendants with an option to cancel and withdraw from the Settlement Agreement in the event that a certain percentage of Class Members exercise their right to exclude themselves (opt out) of the Class or if the Court does not approve the Settlement Agreement in its entirety.

## 7. Your rights as a Class Member.

As a Class member, you can participate in the case or choose to exclude yourself from the Class. Your rights are as follows:

### A. You can remain a member of the Class.

If you remain a member of the Class, you will be bound by any court rulings in this Lawsuit. If the Settlement Agreement is approved, you will be bound by the terms of the Settlement Agreement.

As a Class Member you have the following options:

- You may ask for the settlement refund benefit by timely submitting a Claim Form. In order to claim any of this relief, you must complete and submit a Claim Form by 11:59 p.m., Eastern Standard Time, November 21, 2013. (If you are being mailed this Notice, a Claim Form is enclosed with the Notice. Claims may also be submitted on-line at [www.HertzPlatePassSettlement.com](http://www.HertzPlatePassSettlement.com), where, to the extent available from Defendants' PlatePass transaction records, information about your PlatePass-related transaction and charges will be provided.)
- You may object to the Settlement Agreement. Class Members who do not opt out of the Class may also object to the proposed Settlement Agreement in accordance with the procedures as described below. Class Members can object to the Settlement Agreement's terms, Class Counsel's request for an award of attorneys' fees and expenses, Class Representative's requests for service awards, or anything else about the proposed Settlement Agreement. If the Class Member's objection is rejected or overruled and the Settlement Agreement is approved, the objecting Class Member may nonetheless share in the settlement benefits.

**B. You may choose not to participate in the class action.**

If you do not wish to participate in the Lawsuit, you may exclude yourself from the Class ("opt out"). If you exclude yourself, you will not be bound by any rulings in the Lawsuit, you will not receive any money from this Settlement Agreement, and you cannot object to the Settlement Agreement. You will be free to sue any of the Defendants for claims that would otherwise be released as a result of the Settlement Agreement. If you start your own lawsuit, you will have to hire and pay your own lawyer for that lawsuit, and you will have to prove your claims. If you exclude yourself so you can start your own lawsuit, you should talk to your own lawyer soon because your claims may be subject to a statute of limitations.

In order to exclude yourself from the lawsuit, you must follow the instructions set forth below in Item 11. Requests for Exclusion must be received by September 24, 2013.

**8. What happens if you do nothing?**

If you do nothing, you will remain a member of the Class and will be bound by the Settlement Agreement, if it is approved by the Court. You, however, will not receive any cash refund benefits from this Settlement Agreement. In order to share in those benefits under the Settlement Agreement, you must complete and submit a Claim Form.

**9. How to file a Claim.**

If you want to file a claim, you must complete the Claim Form in accordance with the instructions on the form and submit the Claim Form on or before the Claim Form deadline.

There are two ways you can submit a Claim Form:

- (a) **Paper Claim Form submission.** You may submit a paper Claim Form (one is enclosed if this Notice has been mailed to you). If you choose to submit a paper Claim Form, you must send the completed Claim Form by first-class mail or courier service (such as Federal Express or UPS), postage prepaid, to:

Hertz PlatePass Settlement  
C/O Dahl Administration  
P.O. Box 3615  
Minneapolis, MN 55403-0615

Your Claim Form must be **received** by the Settlement Administrator no later than November 21, 2013. If your Claim Form is not **received** by that date, your claim may be denied. The Parties are not responsible for forms that are not timely delivered.

- (b) **On-line Form Submission.** You may alternatively complete and submit a Claim Form on-line at [www.HertzPlatePassSettlement.com](http://www.HertzPlatePassSettlement.com). If you choose to complete and submit your Claim Form on-line, you must do so on or before 11:59 p.m. (Eastern Standard Time), November 21, 2013. If your Claim Form is not completed and submitted by that date and time, your claim may be denied. The Parties are not responsible for forms that are not timely submitted due to any communication or computer breakdowns.

**10. How to object to any portion of the Settlement Agreement.**

If you wish to object to any portion of the Settlement Agreement, you must file an objection in writing with the Court and send copies to the Settlement Administrator and to counsel identified below. If you object on behalf of any entity or any individual other than yourself, you must state your legal authority to object on behalf of that entity or other individual.

Any objection must include: (i) the name, address, and telephone number of the person objecting and, if represented by a lawyer, of his or her lawyer; (ii) all of your objections to the Settlement Agreement and the basis for those objections, including a written statement of the position you assert, the reasons for your position as well as copies of any papers, briefs, or other documents and materials you wish the Court to consider; (iii) a statement of whether you would like the Court's permission to speak at the Final Approval Hearing; and (iv) identification of each instance in which you, or a group in which you are a member, have objected to a class action settlement or other ruling in the past five years. All objectors shall make themselves available to be deposed by Class Counsel and Defendants' Counsel in the county of the objector's residence within seven days of service of his or her timely written objection.

You must send your written objection by first-class mail or courier service (such as Federal Express or UPS) to:

Clerk of Court's Office  
United States District Court  
District of New Jersey  
Mitchell H. Cohen Building & U.S. Courthouse  
4th & Cooper Streets  
Room 1050  
Camden, NJ 08101

Copies of any objections also must be sent to the following:

**Hertz PlatePass Settlement**  
C/O Dahl Administration  
P.O. Box 3615  
Minneapolis, MN 55403-0615

**Steven R. Jaffe, Esq.**  
Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.  
425 North Andrews Avenue, Suite 2  
Fort Lauderdale, FL 33301

**Michael Coren, Esq.**  
Cohen, Placitella & Roth, P.C.  
Two Commerce Square  
2001 Market Street  
Suite 2900  
Philadelphia, PA 19103

**Ross B. Bricker, Esq.**  
**John F. Ward, Jr., Esq.**  
Jenner & Block LLP  
353 N. Clark Street  
Chicago, IL 60654-3456

**Robert D. Friedman, Esq.**  
Scott H. Moskol, Esq.  
Burns & Levinson LLP  
125 Summer Street  
Boston, MA 02110

Your written objection must be filed with the Court no later than September 24, 2013.

#### 11. How to exclude yourself from the Class.

If you do not wish to be a part of the Class, you must request in writing to be excluded from the Class. If you request exclusion on behalf of any individual other than yourself, you must state your legal authority to execute the request on behalf of that other individual.

Any Request for Exclusion must set forth your name and address and unambiguously state that you wish to be excluded from the Class in *Susan Doherty and Dwight Simonson v. The Hertz Corporation, et al.*, Case No. 1:10-CV-00359.

Your written request to exclude yourself must be sent by first-class mail, or courier service (such as Federal Express or UPS) to:

Hertz PlatePass Settlement  
C/O Dahl Administration  
P.O. Box 3615  
Minneapolis, MN 55403-0615

Your written Request for Exclusion must be received by the Settlement Administrator no later than September 24, 2013. If you request exclusion from the Class, you will not be able to participate in the Settlement Agreement.

#### 12. The Final Approval Hearing.

A final settlement hearing is scheduled to be held before Judge Noel L. Hillman of the U.S. District Court for the District of New Jersey, at Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101, at 11:00 A.M., on October 15, 2013 (the "Final Approval Hearing"). The Final Approval Hearing date may be delayed or may be cancelled by the Court or if Defendants timely exercise their settlement termination option, but not moved up, without further notice to the Class (although any scheduling changes will be posted on the Settlement Administrator's website at [www.HertzPlatePassSettlement.com](http://www.HertzPlatePassSettlement.com).) At the Final Approval Hearing, the Court will determine whether to grant final approval of the certification of the Class, and whether the proposed Settlement

Agreement is fair, reasonable, and adequate, and should be approved. At the Final Approval Hearing, the Court will also consider Class Counsel's request for an award of fees and costs and service awards for the Class Representatives. If the Settlement Agreement is approved, a Final Judgment will be entered dismissing the Lawsuit, with prejudice, and all members of the Class who have not chosen to be excluded from the Class, will be bound by the Settlement Agreement and Final Judgment.

You do not have to go to court, attend the Final Approval Hearing or hire an attorney, but you can if you want to, at your own cost.

### 13. How to get more information.

This Notice is only a summary of the terms of the Parties' Settlement Agreement, which is the governing and definitive document stating the details of the Settlement Agreement. More details are in the Settlement Agreement dated May 29, 2013, which has been filed with the Court. You can get a copy of the Settlement Agreement from the Clerk of Court's office at the United States District Court, District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ, during regular business hours, or at the settlement website, [www.HertzPlatePassSettlement.com](http://www.HertzPlatePassSettlement.com).

The complete fee petition filed by Class Counsel will be available for your review on the settlement website by 35 days before the Final Approval Hearing.

You can also go to the Courthouse during regular business hours to see court documents in the Clerk of Court's office at the United States District Court, District of New Jersey, Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ during regular business hours.

You may mail or email any questions to one or all of the attorneys for the Class:

**Steven R. Jaffe, Esq.**

Farmer, Jaffe, Weissing, Edwards, Fistos & Lehrman, P.L.  
425 North Andrews Avenue, Suite 2  
Fort Lauderdale, FL 33301  
steve@pathtojustice.com

**Stephen A. Dunn, Esq.**

Emanuel & Dunn PLLC  
P.O. Box 426 (27602)  
130 South Salisbury Street (27601)  
Raleigh, NC  
sdunn@EmanuelAndDunn.com

**Michael Coren, Esq.**

Cohen, Placitella & Roth, P.C.  
Two Commerce Square  
2001 Market Street  
Suite 2900  
Philadelphia, PA 19103  
mcoren@cpplaw.com

*Please do not call the Court or the Clerk of the Court for additional information about the settlement.*

DATED: July 24, 2013

BY ORDER OF THE COURT  
UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY