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11 UNITED STATES DISTRICT COURT
12 FOR THE NORTHERN DISTRICT OF CALIFORNIA
13

14 DORENE M. GIACOPINI, BONNIE
15 LEWKOWICZ, PAULINE HORVATH,
16 MARK MCGOLDRICK, MICHAEL
DONNELLY & CALIFORNIANS FOR
17 DISABILITY RIGHTS, on
behalf of themselves and
18 others similarly situated

19 Plaintiffs,

20 vs.

21 THE HERTZ CORPORATION,

22 Defendant.

Case No.: C-96 03883 FMS

SETTLEMENT AGREEMENT

23
24
25 I. Recitals

26 A. The Hertz Corporation (Defendant), through its Hertz
27 Rent-A-Car Division ("Hertz"), owns and/or operates certain
28 vehicle rental facilities throughout the United States.

1 B. Plaintiff Dorene Giacopini instituted a suit against
2 Defendant regarding Defendant's public accommodations and/or the
3 provision of goods and services to persons with mobility
4 disabilities. The following Plaintiffs subsequently joined the
5 suit: Bonnie Lewkowicz, Pauline Horvath, Mark McGoldrick, Michael
6 Donnelly, and Californians for Disability Rights.

7 C. The parties now desire to resolve their differences and
8 disputes by settling the suit. This suit is settled on a class-
9 wide basis as provided herein.

10 D. Defendant denies any and all liability to Plaintiffs
11 and denies that it has violated any laws -- federal, state, or
12 local -- pertaining to access for persons with mobility
13 disabilities at its facilities or in its provision of goods and
14 services. By agreeing to and voluntarily entering into this
15 settlement agreement, there is no admission or concession,
16 express or implied, by Defendant that Defendant has violated the
17 Americans with Disabilities Act (ADA) or any other federal,
18 state, or local law, regulation, order, or rule. This settlement
19 agreement does not contain, and should not be construed as
20 containing, any such admission. Defendant specifically denies
21 that the policies and practices agreed to below differ in any
22 material respect from Defendant's existing policies and
23 practices. Defendant also specifically denies that its subject
24 facilities do not currently comply with Title III of the
25 Americans With Disabilities Act.

26 E. This agreement will bind the parties so that neither
27 the Named Plaintiffs, Class Counsel, the Nationwide Class, the
28 California Subclass, nor any Class Member, will assert or claim

1 that Defendant is required to make additional and/or different
2 modifications to the subject facilities, or is required to follow
3 different standards beyond what is agreed to herein, in order to
4 comply with Title III of the ADA as it relates to persons with
5 mobility disabilities.

6 F. Upon final approval of this settlement, the Court shall
7 dismiss this action with prejudice. Any further disputes
8 regarding the enforcement of the terms of this settlement
9 agreement shall be resolved through the dispute resolution
10 procedure set forth in Section IX.

11 II. Definitions

12 A. **Action** means the Civil Action entitled DORENE M.
13 GIACOPINI, BONNIE LEWKOWICZ, PAULINE HORVATH, MARK MCGOLDRICK,
14 MICHAEL DONNELLY & CALIFORNIANS FOR DISABILITY RIGHTS, on behalf
15 of themselves and others similarly situated v. THE HERTZ
16 CORPORATION, C-96-03883 (FMS).

17 B. **ADA** means Title III of the Americans With Disabilities
18 Act, as contained in 42 U.S.C. § 12181 et. seq.

19 C. **ADAAG** means the Americans with Disabilities Act Access
20 Guidelines, as contained in 28 C.F.R. § 36, Appendix A.

21 D. **Alteration** shall have the same definition as that set
22 forth in 28 C.F.R. § 36.101 et seq. (1997).

23 E. **Busing Locations** means an airport where Hertz utilizes
24 its own shuttle vehicles to transport disabled patrons between
25 the airport terminals and the Hertz rental facility.

26 F. **California Subclass** means all persons with mobility
27 disabilities who have used, have sought to use, or have been
28 deterred from using Defendant's accommodations, services and/or

1 goods within the State of California.

2 G. **Class Counsel** means Disability Rights Advocates, its
3 officers, board members, attorneys, and staff.

4 H. **Class Member** means an individual who is a member of the
5 **California Subclass** and/or the **Nationwide Class**.

6 I. **Defendant** means The Hertz Corporation, its present and
7 zformer directors, officers, administrators, managers, employees,
8 agents, insurers, predecessors, successors and assigns, and each
9 and all of them. Hertz licensees are expressly excluded from
10 this definition.

11 J. **Facility** or **Facilities** means commercial real estate
12 open to the public that is owned or operated by Defendant's Hertz
13 Rent-A-Car Division, and from which cars are rented. This
14 definition includes counters in airport terminals.

15 K. **Final Approval** means final approval by the court of
16 this settlement agreement and dismissal with prejudice of the
17 Action.

18 L. **Named Plaintiffs** means Dorene Giacobini, Bonnie
19 Lewkowicz, Pauline Horvath, Mark McGoldrick, Michael Donnelly and
20 Californian for Disability Rights.

21 M. **Nationwide Class** means all persons with mobility
22 disabilities who have used, have sought to use, or have been
23 deterred from using Defendant's accommodations, services, and/or
24 goods within the United States.

25 N. **Readily Achievable** shall have the meaning ascribed to
26 it by statutory and federal case law as it exists as of the date
27 of Final Approval of this Agreement.

28

1 **III. Releases**

2 A. On the date of final approval of this Agreement,
3 Plaintiffs Dorene M. Giacomini, Bonnie Lewkowicz, Pauline
4 Horvath, Mark McGoldrick, Michael Donnelly, and Californians For
5 Disability Rights (collectively referred to herein as "Named
6 Plaintiffs"), each and every Class Member, their attorneys,
7 spouses, executors, representatives, heirs, successors, and
8 assigns, and each of them, agree to fully and finally release and
9 forever discharge Defendant from any and all past and/or present
10 claim, right, demand, charge, complaint, action, cause of action,
11 obligation, or liability of any and every kind, known or unknown,
12 for individual, injunctive, and/or declaratory relief arising
13 directly or indirectly out of the claims which were alleged or
14 which could have been alleged in this Action, including, but not
15 limited to, any and all claims under the Americans with
16 Disabilities Act, California Civil Code 51 et. seq., California
17 Civil Code 54 et seq., and any other state, federal or common law
18 claim.

19 B. The Named Plaintiffs and each and every Class Member
20 expressly understand and acknowledge that it is possible that
21 unknown losses or claims exist or that present losses may have
22 been underestimated in amount and severity. The Named Plaintiffs
23 explicitly took this into account in entering into this
24 Agreement, and a portion of the consideration and the mutual
25 covenants contained herein having been bargained for between the
26 Named Plaintiffs, the Class Members represented by Named
27 Plaintiffs, and Defendant with the knowledge of the possibility
28 of such unknown claims, were given in exchange for a full accord

1 and satisfaction, and discharge of such claims. Consequently,
2 the Named Plaintiffs and each and every Class Member expressly
3 waive the provisions of Section 1542 of the California Civil
4 Code, which reads as follows:

5 A general release does not extend to claims
6 which the creditor does not know or suspect to
7 exist in his favor at the time of executing
8 the release, which if known by him must have
9 materially affected his settlement with the
10 debtor.

11 **IV. Policies And Practices**

12 **A. Two Door Cars**

13 Hertz cannot and does not accept particular fleet
14 requirements. However, subject to the automobiles in its fleet,
15 Hertz will take all reasonable steps to provide two-door cars to
16 disabled persons who request them. Hertz will train appropriate
17 personnel on the importance of two-door cars to customers with
18 mobility disabilities and the importance of providing those
19 persons with the vehicles they have requested. Appropriate
20 personnel will be informed that generally an upgrade to a larger
21 four-door vehicle is not appropriate for a disabled customer in
22 the absence of a customer request.

23 **B. Hand Controls**

24 1. Hertz agrees to install removable or temporary hand
25 controls, without any extra charge, on all vehicle models for
26 which they can safely be operated and which will not require
27 permanent alterations to the vehicle. Hertz will not require
28 more than an eight hour advance reservation requirement at major
airport locations, provided that the request is received between
8:00 a.m. and 2:00 p.m., in the time zone where the rental will

1 occur, Monday through Friday. At other locations open until
2 11:00 p.m., seven days a week, as well as those open longer
3 hours, Hertz will not require more than twenty-four hours advance
4 notice for reservations of vehicles equipped with hand controls.
5 Hertz will make available to the public a revised information
6 pamphlet reflecting these procedures.

7 2. The notice requirements set out above are subject to
8 the availability of vehicles for rental to the general public at
9 the time and place requested by the patron, and are subject to
10 the availability of an employee who is qualified to install hand
11 controls. Hertz will train a reasonable number of mechanics and
12 reservation agents on hand control policies.

13 C. Signage and Communication

14 Hertz will use its best efforts to provide signage regarding
15 accessible transportation between terminals and rental facilities
16 and/or signage regarding other alternatives, if used, to bring
17 the rental vehicles to patrons with disabilities, as permitted by
18 airport locations. To the extent permitted by the airports,
19 Hertz shall ensure that signage and/or an effective means of
20 communication is available at airport terminals so that disabled
21 patrons can communicate with the rental location or are informed
22 how to get to their rental vehicles. The foregoing also applies
23 when counters are unstaffed.

24 D. Transportation Between Terminals and Rental Facilities

25 1. At Busing Locations, Hertz will use accessible shuttle
26 vehicles and/or other readily achievable methods to transport
27 patrons with mobility disabilities to and from the rental
28 facility. Hertz will ensure that new shuttle vehicles with a

1 capacity of greater than sixteen persons comply with Department
2 of Transportation Regulations. Hertz will employ and train or
3 contract with mechanics who are competent in maintaining
4 wheelchair lifts or ramps for shuttle vehicles. To the extent
5 that Hertz regularly performs pre-trip inspections of its shuttle
6 vehicles, the pre-trip inspection shall include inspecting the
7 wheelchair lift or ramp for proper function. Any time a lift or
8 ramp is not functioning, the vehicle shall be removed from
9 service and promptly repaired.

10 2. Upon learning that there is more than one wheelchair
11 user in a renting party, Hertz' personnel will take all
12 reasonable steps to provide an appropriate method of transporting
13 those patrons to the rental facility or the rental vehicle.

14 **V. Facilities**

15 A. Survey

16 Hertz will survey all its facilities for conformity with the
17 standards set out in paragraph V.B.

18 B. New Construction and Alterations

19 1. Hertz will modify public facilities within its control
20 that were constructed or altered after January 26, 1992 to
21 provide for conformity to the ADAAG standards to the maximum
22 extent feasible. With regard to public facilities within its
23 control constructed or altered prior to January 26, 1992, Hertz
24 will make readily achievable modifications, to the extent
25 modifications are required. For the purposes of this settlement
26 agreement, "readily achievable modifications" means bringing the
27 subject facilities into compliance with the ADAAG, with the
28 exception of those standards set out in Exhibit A. All

1 survey(s) and modifications made pursuant to section V.A. or V.B.
2 will be completed by the end of the two-year period of the
3 Agreement.

4 2. With regard to counter height and width specifically,
5 prospectively, all Hertz counters at independent or freestanding
6 facilities will comply with the ADAAG. With regard to leased
7 counters, such as those at airports and hotels, Hertz will
8 request in writing that the lessor lower the counter where
9 practicable to do so. Where it is not practicable to lower the
10 counter, or the lessor refuses to do so, Hertz will comply with
11 the ADAAG, Section 7-2(2) and/or 2.2.

12 **VI. Duration of Agreement and Compliance Dates**

13 The duration of the Agreement will be a period of two years
14 commencing on the date the Agreement is approved by the District
15 Court. Surveys, barrier removal and modifications to facilities
16 will be completed by the end of the two year period of the
17 Agreement. Other changes, such as to policies on hand controls
18 and training, will be implemented within four months of the date
19 the Agreement is approved by the District Court.

20 **VII. Van Rentals**

21 The parties have agreed that the following issues - whether
22 Hertz must remove the middle seat of a van, fit it with tie-
23 downs, allow a person to ride there in a wheelchair and/or
24 provide a portable ramp with the van - will not be resolved by
25 this lawsuit. Those aspects of the Action shall be dismissed
26 without prejudice.

1 VIII. Monetary Payments

2 A. Damages For The Named Plaintiffs

3 The Named Plaintiffs will share in a settlement fund of
4 \$25,000 to be paid by Defendant to "Disability Rights Advocates
5 Trust Account." That settlement fund shall be apportioned among
6 the Named Plaintiffs as they see fit, and Defendant shall play no
7 role in determining that apportionment.

8 B. Enforcement Fund

9 Defendant shall pay to Class Counsel the sum of \$5,000 which
10 it may use (if necessary) to enforce the provisions of this
11 Settlement Agreement.

12 C. Class Damages

13 With regard to the California Subclass, Hertz shall issue a
14 thirty dollar coupon, valid for future use, to mobility-disabled
15 patrons renting vehicles with hand controls within the State of
16 California. This coupon will be issued automatically, without a
17 specific request from the customer. The coupon shall be issued
18 on a one coupon per rental basis. Defendant will issue these
19 coupons for a period of two years, commencing on the date the
20 Agreement is approved by the District Court. Each coupon will
21 expire two years from the date it is issued. These coupons may
22 be used anywhere in the United States and may be used in addition
23 to any percentage type discount that a class member may have
24 (e.g., an American Automobile Association or American Association
25 of Retired Persons discount).

26 D. Attorneys Fees

27 Defendant will pay Named Plaintiffs, the Nationwide Class,
28 and the California Subclass \$200,000 (two hundred thousand

1 dollars) in attorneys fees for all work performed and attorneys
2 fees incurred in connection with this Action prior to the end of
3 the June 29, 1998 settlement conference with the Court. With
4 regard to fees subsequently incurred finalizing and obtaining
5 Final Approval of this Agreement, Defendant will reimburse Named
6 Plaintiffs, the Nationwide Class, and the California Subclass up
7 to a maximum of \$10,000 (ten thousand dollars) in attorneys fees.
8 Class Counsel will submit to Defendant an accounting of attorney
9 work performed subsequent to the June 29, 1998 settlement
10 conference. Any disagreement regarding the amount of attorneys
11 fees Defendant must pay (but in no event more than \$10,000 (ten
12 thousand dollars)) for finalizing and obtaining approval of this
13 Agreement shall be resolved through the dispute resolution
14 procedure set forth in section VIII of this Agreement.

15 E. Costs

16 Named Plaintiffs, the Nationwide Class, and the California
17 Subclass will make a submission to Defendant of their
18 recoverable costs. Defendant will pay those costs up to a
19 maximum of \$19,000 (nineteen thousand dollars). Any disagreement
20 regarding the amount of recoverable costs Defendant must pay (but
21 in no event more than \$19,000 (nineteen thousand dollars)) shall
22 be resolved through the dispute resolution procedure set forth in
23 section VIII of this Agreement.

24 **IX. Dispute Resolution**

25 All disputes arising out of this Agreement shall be resolved
26 by a two-step process. The first step shall be a meet and confer
27 effort between counsel where an issue shall be raised and counsel
28 for the parties will make a good faith effort to resolve the

1 dispute. If the dispute cannot be resolved, it shall be brought
2 to an assigned Magistrate Judge for resolution. The Magistrate
3 Judge's resolution shall be final and binding on the parties.
4 The parties shall be limited to bringing no more than six
5 disputes before the Magistrate Judge without obtaining leave of
6 Court for good cause shown. Disputes concerning fees and costs
7 shall not count as one of the six disputes.

8 **X. Certification Of Compliance**

9 At the end of the two year period of this Agreement,
10 Defendant will provide a certification to the Court affirming its
11 compliance with the Agreement. This certification will include a
12 declaration of compliance (or the extent of compliance) with all
13 aspects of this Agreement by Defendant providing the Court and
14 Class Counsel with the following:

- 15 1. A copy of the blank survey instrument(s) used to
16 fulfill the mandate of section V.A.;
- 17 2. A statement of which facilities were surveyed;
- 18 3. A summary of what problems were found at which
19 facilities (if any); and
- 20 4. A summary of what has been done to rectify any such
21 problems.

22 **XI. Post-Agreement Enforcement**

23 At the end of the two-year period of the Agreement, Class
24 Counsel may conduct one or more duly noticed site inspections to
25 satisfy itself that there has been compliance with the Settlement
26 Agreement. If Class Counsel believes Defendant has failed to
27 materially comply with the Agreement, its sole avenue of relief
28 shall be to pursue the dispute resolution procedure set out in

1 section IX. The site inspections and any motion to enforce the
2 Agreement shall be filed within four months of the end of the
3 two-year duration of the Agreement. Upon receipt of a
4 Certification of Compliance described in section X, Plaintiffs
5 shall have four months to utilize the dispute resolution process
6 set out in section IX and are required to do so with respect to
7 any disagreement regarding compliance. This Agreement is not
8 intended to add to or reduce the rights or obligations of any
9 party as they may exist as of twenty-eight months following court
10 approval of the Agreement.

11 **XII. Enforcement During Term**

12 Any dispute that may arise during the term of this
13 Agreement, which shall not include disputes regarding access
14 barriers or modifications to facilities, shall be resolved under
15 the dispute resolution procedure set out in section IX.

16 **XIII. Dismissal with Prejudice**

17 This Action shall be dismissed with prejudice upon Final
18 Approval of the Settlement Agreement. The Court shall retain
19 jurisdiction for purposes of enforcement of the Agreement for two
20 years and four months.

21 **XIV. Media Communications**

22 A. Following final approval of this Action by the
23 Court, the Named Plaintiffs, Class Counsel, Defendant's Counsel,
24 and Defendant shall jointly issue the press release attached
25 hereto as Exhibit B. Neither Party nor their counsel shall make
26 any further comments on the press release or issue any further
27 statements to the media regarding this Action, the underlying
28 allegations, or the settlement thereof. Furthermore, Named

1 Plaintiffs and Class Counsel agree to make no disparaging or
2 negative comments regarding Defendant or Defendant's policies and
3 procedures as they relate to the Americans with Disabilities Act
4 or other statutory or common law duties prohibiting
5 discrimination against disabled persons. This section of the
6 Agreement, and violations of this section of the Agreement, shall
7 be subject to the dispute resolution procedure set out in Section
8 IX. Provided, however, that Defendant may also proceed directly
9 to Court for any and all available equitable relief in connection
10 with any violation of Section XIV of the Agreement.

11 **XV. Court Approval**

12 Pursuant to the Joint Stipulation and Order, filed
13 August 7, 1998, the Parties' counsel shall use their best efforts
14 to cause the Court to give approval to this Agreement as promptly
15 as possible.

16 A. Objections. Any Class Member may object to the
17 proposed Settlement Agreement by filing with the Clerk of the
18 Court a written objection ("Objection") filed or postmarked no
19 later than 100 days from the date of the Court's Preliminary
20 Approval of the Settlement Agreement, or such other date as the
21 Court may set.

22 B. Fairness Hearing. The parties shall jointly move the
23 Court for an order setting a hearing to establish the fairness of
24 the final settlement of the claims of the Class against Defendant
25 and to decide whether there will be Final Approval of the
26 Settlement Agreement.

27 C. Notice to Class. The parties shall jointly move the
28 Court for an order directing notice to the settlement class

1 (described in Sections II.F and II.M) as follows: Notice in the
2 form attached hereto as Exhibit C will be provided to the Class
3 regarding the terms of the proposed Settlement Agreement as
4 follows: Notice shall be published once each in New Mobility and
5 In Motion magazines. Publication of the notice shall take place
6 within 60 days of the Court's Preliminary Approval of this
7 Settlement Agreement. The costs of such notice to the Class
8 shall be paid by Defendant.

9 D. Opt Outs. Concurrently with the filing of the Joint
10 Motion for Preliminary Court Approval, the parties shall file
11 separate briefs for the Court to resolve the question of whether
12 the Settlement Agreement will have an opt-out clause. Hertz will
13 contend that there need not and should not be an opt-out
14 provision. Plaintiffs will contend that there should be an opt-
15 out whereby if five or more class members choose to opt-out,
16 Hertz may reject the California class damages settlement,
17 withdraw the consideration for it (the coupon arrangement) and
18 the California class damages claims will be dismissed without
19 prejudice. Unless otherwise ordered by the Court, each side will
20 file and serve only one brief (simultaneously on the same date as
21 filing of the joint motion) and the only page limits which apply
22 shall be those set forth in the Federal Rules.

23 **XVI. Miscellaneous**

24 A. This Agreement shall be governed by federal and
25 California law. Any uncertainty or ambiguity shall not be
26 construed for or against any party based on attribution of
27 drafting to any party.

28 B. With the exception of section V.B.2., the terms and

1 conditions set forth in this Agreement constitute the complete
2 and exclusive statement of the agreement between the parties and
3 supersede any and all prior agreements, understandings, or
4 negotiations between the parties. No extrinsic evidence
5 whatsoever may be introduced in any judicial proceeding, if any,
6 involving this Agreement. Any modification of this Agreement
7 must be in writing and signed by Class Counsel on behalf of the
8 Named Plaintiffs and an authorized representative of Defendant.

9 C. If after final approval any provision of this Agreement
10 is for any reason adjudged by a court of competent jurisdiction
11 to be invalid or unenforceable, such judgment shall not affect,
12 impair, or invalidate the remainder of the Agreement.

13 D. This Agreement is not intended to allow Hertz to avoid
14 its obligation to comply with any prospective amendment to Title
15 III of the ADA nor is it intended to preclude an individual from
16 asserting a new claim based on facts which arise after the two-
17 year duration of this Agreement and which were not alleged and
18 could not have been alleged in this action.

19 Dated: _____

By: _____
For THE HERTZ CORPORATION

21
22 Dated: _____

By: _____
For DORENE M. GIACOPINI

23
24 Dated: _____

By: _____
For BONNIE LEWKOWICZ

25
26 Dated: _____

By: _____
For PAULINE HORVATH

27
28

1 Dated: _____

By: _____
For MARK MCGOLDRICK

2

3 Dated: _____

By: _____
For MICHAEL DONNELLY

4

5 Dated: _____

By: _____
For CALIFORNIANS FOR DISABILITY
RIGHTS

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Exhibit A

Readily Achievable Standards For Existing Facilities

1. Defendant will make its rest rooms accessible to persons with mobility disabilities to the extent feasible without modifying the existing bathroom footprint.
2. Designated handicapped parking stalls and adjacent aisle surfaces are allowed to have a uniform slope of up to 5% in any one direction. Where this slope is exceeded, Defendant may either relocate the handicapped parking more remote from the accessible building entrance to where slopes do not exceed 5%, or modify the grading at the current stall locations.
3. Existing handicapped ramps and curb ramps are allowed to have slopes of up to 10%, up to a 10" rise, and cross slopes of up to 3 1/2%.
4. Landings for ramps may have slopes and cross slopes of up to 3 1/2%.
5. Landings located directly in front of designated entry doors may have a slope of up to 3 1/2%.
6. Existing exterior door closers will be adjusted to their minimum force. Interior door closers will be adjusted to their minimum force. Those interior door closers with a minimum force exceeding 10 pounds shall be replaced with door closers meeting ADA guidelines. These requirements do not apply where there is an automatic door entry into the facility. On such occasions, signage will be provided.
7. Water closet flush valves to remain in present locations.
8. Existing 2'-8" wide doors may remain if equipped with "swing-clear"- type hinges.
9. Existing toilets located between 15" to 21" from the center line of the toilet to the nearest adjacent side wall shall remain. All others will be located to +/- 18".

EXHIBIT B

DRAFT PRESS RELEASE

AGREEMENT REACHED FOR TRAVELERS WITH DISABILITIES

SAN FRANCISCO, CA (DATE) -- The Hertz Corporation has reached a settlement in a lawsuit brought by a class of people with mobility disabilities in the U.S. District Court in San Francisco.

The terms of the settlement reaffirm importance of travel industry service providers understanding and meeting the needs of people with disabilities, both to comply with the Americans with Disabilities Act, as well as to provide good customer service in the disability community.

"As more and more people with disabilities are traveling for work and leisure, the need to ensure full and equal access to rental vehicles has increased dramatically," said a spokesperson for Disability Rights Advocates, a non-profit law firm representing the plaintiffs in the case. "The agreement that we together have drafted represents an important step in making travel more effective and dignified for men and women with disabilities - we are pleased that we could work with Hertz to accomplish this result," said the DRA spokesperson.

A Hertz spokesperson said, "The settlement reaffirms Hertz' historic commitment to serving the disability community and its industry leadership position in doing so."

NOTICE OF PROPOSED
SETTLEMENT OF CLASS SUIT

TO: All persons within the United States with a mobility disability whose right to full and equal access to the goods and services of Hertz Corporation may have been or is violated by Hertz' failure to comply with disability access requirements under Title III of the Americans with Disabilities Act; and

All California residents with a mobility disability whose right to full and equal access to the goods and services of Hertz Corporation may have been or is being violated by Hertz' failure to comply with disability access requirements under California state statutes relating to access for mobility impaired patrons during the period of time from October 25, 1993 up through the conclusion of this action.

A class action settlement which must be approved by the Court was reached in connection with a lawsuit alleging that The Hertz Corporation failed to provide full and equal access to patrons with mobility disabilities seeking to rent vehicles from Hertz. Hertz has vigorously denied any liability or wrongdoing.

If you are a class member (defined above), you can do one of two things: (i) if the settlement is satisfactory, you may do nothing and be bound by the terms and conditions of the settlement; or (ii) if you object to the settlement, you may submit written objections to the Court. If you wish to object, write to the Court Clerk at the following address:

Clerk of the United States District Court
Northern District of California
450 Golden Gate Avenue, San Francisco, CA 94102-3483
Specifying: Giacopini v. The Hertz Corporation, Case No. C96-03883

Objections must be received by the Court by _____, 1999. Do not telephone the Court. Copies of the objections must be mailed to counsel for the plaintiffs as follows:

Sid Wolinsky, Esq.
Disability Rights Advocates
449 15th Street, Suite 303
Oakland, CA 94612

SUMMARY OF THE SETTLEMENT

In order to reaffirm its commitment to provide appropriate policies and procedures which benefit persons with disabilities, and to address certain concerns and complaints from persons in the disability community, the settlement sets forth terms that guarantee fair and equal treatment to persons with mobility disabilities renting Hertz vehicles. Among other things, Hertz will install hand controls on a wide variety of its rental vehicles, require no more than eight hours notice for hand controls at major airport locations, and take reasonable steps to ensure that two door cars are provided to those patrons with disabilities that request them.

In addition, Hertz will also ensure that there are means, such as accessible shuttle buses, to transport patrons with mobility disabilities between airports and the offsite rental facilities that serve them. Hertz will use its best efforts to ensure there is appropriate signage or some other effective means of communication between airports and offsite rental facilities, and it will conduct a survey of its facilities. If, as a result of this survey, Hertz discovers that certain facilities are not accessible, it will take steps to ensure accessibility.

With regard to persons renting vehicles from Hertz in California, Hertz will institute a coupon program in which it will automatically issue a thirty dollar coupon to patrons with disabilities who rent vehicles with hand controls in the state of California. This coupon, which can be used anywhere in the United States for up to two years, will be good for a subsequent Hertz rental. Hertz has agreed to pay Plaintiffs' counsel \$210,000 in reasonable attorneys fees.

If approved by the Court, this settlement will fully settle as to The Hertz Corporation all injunctive relief claims concerning mobility access and the California damages claims of all class members for the period from October 23, 1993 to the present.

NOTICE OF PROPOSED
SETTLEMENT OF CLASS SUIT
(OPT OUT VERSION)

TO: All persons within the United States with a mobility disability whose right to full and equal access to the goods and services of Hertz Corporation may have been or is violated by Hertz' alleged failure to comply with disability access requirements under Title III of the Americans with Disabilities Act; and

All California residents with a mobility disability whose right to full and equal access to the goods and services of Hertz Corporation may have been or is being violated by Hertz' alleged failure to comply with disability access requirements under California state statutes relating to access for mobility impaired patrons during the period of time from October 25, 1993 up through the conclusion of this action.

A class action settlement which must be approved by the Court was reached in connection with a lawsuit alleging that The Hertz Corporation failed to provide full and equal access to patrons with mobility disabilities seeking to rent vehicles from Hertz. Hertz has vigorously denied any liability or wrongdoing.

If you are a class member (defined above), and the settlement is satisfactory, you need not do anything. You will then be bound by the terms and conditions of the settlement. If, on the other hand, you disagree with the settlement, you have the following options: (i) you may file with the Court written objections to the settlement; and/or (ii) if you are a California resident, you may "opt-out" of the damages part of the settlement by filing a written request with the Court. All objections and opt-out requests should be mailed to:

Clerk of the United States District Court
Northern District of California
450 Golden Gate Avenue, San Francisco, CA 94102-3483
Specifying: Giacopini v. The Hertz Corporation, Case No. C96-03883

Objections or opt-out requests must be received by the Court by _____, 1999. Do not telephone the Court. Copies of the objections or opt-out requests must be mailed to counsel for the plaintiffs as follows:

Sid Wolinsky, Esq.
Disability Rights Advocates
449 15th Street, Suite 303
Oakland, CA 94612.

SUMMARY OF THE SETTLEMENT

In order to reaffirm its commitment to provide appropriate policies and procedures which benefit persons with disabilities, and to address certain concerns and complaints from persons in the disability community, the settlement sets forth terms that guarantee fair and equal treatment to persons with mobility disabilities renting Hertz vehicles. Among other things, Hertz will install hand controls on a wide variety of its rental vehicles, require no more than eight hours notice for

hand controls at major airport locations, and take reasonable steps to ensure that two door cars are provided to those patrons with disabilities that request them.

In addition, Hertz will also ensure that there are means, such as accessible shuttle buses, to transport patrons with mobility disabilities between airports and the offsite rental facilities that serve them. Hertz will use its best efforts to ensure there is appropriate signage or some other effective means of communication between airports and offsite rental facilities, and it will conduct a survey of its facilities. If, as a result of this survey, Hertz discovers that certain facilities are not accessible, it will take steps to ensure accessibility.

With regard to persons renting vehicles from Hertz in California, Hertz will institute a coupon program in which it will automatically issue a thirty dollar coupon to patrons with disabilities who rent vehicles with hand controls in the state of California. This coupon, which can be used anywhere in the United States for up to two years, will be good for a subsequent Hertz rental. If you chose to opt-out of this portion of the action, you will not be eligible for the coupon program. However, your rights to a damages claim under California law will not be compromised by this settlement. Hertz has also agreed to pay Plaintiffs' counsel \$210,000 in reasonable attorneys fees.

If approved by the Court, this settlement will fully settle as to The Hertz Corporation all injunctive relief claims concerning mobility access and the California damages claims of all class members for the period from October 23, 1993 to the present.

1 conditions set forth in this Agreement constitute the complete
 2 and exclusive statement of the agreement between the parties and
 3 supersede any and all prior agreements, understandings, or
 4 negotiations between the parties. No extrinsic evidence
 5 whatsoever may be introduced in any judicial proceeding, if any,
 6 involving this Agreement. Any modification of this Agreement
 7 must be in writing and signed by Class Counsel on behalf of the
 8 Named Plaintiffs and an authorized representative of Defendant.

9 C. If after final approval any provision of this Agreement
 10 is for any reason adjudged by a court of competent jurisdiction
 11 to be invalid or unenforceable, such judgment shall not affect,
 12 impair, or invalidate the remainder of the Agreement.

13 D. This Agreement is not intended to allow Hertz to avoid
 14 its obligation to comply with any prospective amendment to Title
 15 III of the ADA nor is it intended to preclude an individual from
 16 asserting a new claim based on facts which arise after the two-
 17 year duration of this Agreement and which were not alleged and
 18 could not have been alleged in this action.

19 Dated: 5/25/00 By: Joseph R. Nothwang
 20 For THE HERTZ CORPORATION
 21 Joseph R. Nothwang
 22 Executive Vice President

23 Dated: _____ By: _____
 24 For DORENE M. GIACOPINI

25 Dated: _____ By: _____
 26 For BONNIE LEWKOWICZ

27 Dated: _____ By: _____
 28 For PAULINE HORVATH