

*Ho et al. v. Hertz Corp. et al.*, Case No. 3:24-cv-01066-MMC (N.D. Cal.)

## CLASS SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between Plaintiffs Carina Ho and Christina Mills (collectively, “Plaintiffs”), represented by Disability Rights Advocates (“Class Counsel”), and Defendants The Hertz Corporation, Hertz Global Holdings, Inc., and Rental Car Intermediate Holdings, LLC, (collectively, “Defendants”). Plaintiffs and Defendants are referred to collectively as “the Parties.”

### I. RECITALS<sup>1</sup>

WHEREAS, Plaintiffs Carina Ho and Christina Mills are individuals who have disabilities that result in the need for hand controls to drive a vehicle. Each Plaintiff is an individual with a disability within the meaning of Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12102(1); and the California Unruh Civil Rights Act, Cal. Civ. Code § 51;

WHEREAS, on February 22, 2024, Plaintiffs filed a lawsuit, captioned *Ho et al. v. Hertz Corporation et al.*, Case No. 3:24-cv-01066-MMC (“the Action”), in the U.S. District Court for the Northern District of California alleging that Defendants were in violation of Title III of the ADA and California’s Unruh Civil Rights Act due to their policy of only placing hand controls in a limited set of vehicles, effectively placing a surcharge on individuals who require hand controls, and imposing a more burdensome reservation process on individuals who require hand controls (the “Class Allegations”). Plaintiffs filed the Action as a putative class action;

WHEREAS, the Parties engaged in multiple settlement conferences with Magistrate Judge Joseph C. Spero and now wish to resolve and settle the claims alleged in the Action under the terms set forth in this Agreement; and

WHEREAS, by entering into this Agreement, Plaintiffs do not concede any lack of merit in the allegations stated in their Complaint as to Defendants’ alleged non-compliance with the ADA and the Unruh Act. Similarly, by entering into this Agreement, Defendants do not admit wrongdoing or concede liability, nor do they agree that the Class Allegations have merit.

### II. DEFINITIONS

“**Accessibility Webpage**” means the webpage on the Hertz.com website that provides information for People with Disabilities. At the time of settlement, this webpage is titled *Car Rental Services for People with Disabilities* and is located at the following URL: <https://www.hertz.com/us/en/products-and-services/value-added-services/united-states/car-rental-services-for-people-with-disabilities>. Should Hertz change the URL for this webpage, it will promptly notify Class Counsel.

“**Customer**” means any person who rents or makes a reservation to rent a vehicle from Hertz.

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<sup>1</sup> Section titles and other headings contained in this Agreement are included only for ease of reference and shall have no substantive effect.

**“Effective Date”** means the date 31 days after the Court issues an Order granting Final Approval of the Agreement and final judgment has been entered. In the event of an unsuccessful appeal by a non-party, the “Effective Date” means the date upon which all appeal matters are concluded. In the event of a successful appeal by a non-party, the Agreement shall be void *ab initio*.

**“Final Approval”** means the approval of this Agreement given in a written order by a United States District Court Judge of competent jurisdiction after notice to the Settlement Class and the Final Fairness Hearing.

**“Final Fairness Hearing”** means the Court hearing conducted pursuant to Federal Rule of Civil Procedure 23(e)(2) where the Parties will request the Final Approval Order be entered approving the Class Settlement Agreement. The Final Fairness Hearing must occur at least 30 days after the Objection Deadline, and at least 95 days after the date on which Preliminary Approval is granted, on such a date as set by the Court.

**“Hand Controls”** means all equipment necessary for a driver to accelerate and brake using their hands rather than their feet.

**“Hertz”** means The Hertz Corporation, Hertz Global Holdings, Inc., and Rental Car Intermediate Holdings, LLC and each of their subsidiary entities that operate vehicle rental services under the Hertz brand.

**“Left-side Hand Controls”** means Hand Controls wherein the accelerator/decelerator control is located on the left side of the steering column.

**“Major Airport Locations”** means the Hertz locations at all airports listed in Appendix A.

**“Objection”** means the formal objection and any supporting documents that a Settlement Class member may submit in order to object to the Agreement in accordance with Section VII.C.

**“Objection Deadline”** means the date by which a Settlement Class member must submit an Objection to the Settlement Agreement. The Objection Deadline shall be set 30 days before the Final Fairness Hearing, however, it shall not be continued if the Final Fairness Hearing is continued, unless by Court order.

**“Objector”** means a Settlement Class member who submits an Objection.

**“Preliminary Approval”** means the Court’s order preliminarily approving the Class Settlement Agreement, preliminarily certifying the Settlement Class, and authorizing dissemination of the Notice.

**“Right-side Hand Controls”** means Hand Controls wherein the accelerator/decelerator control is located on the right side of the steering column.

**“Settlement Class”** means all potential Hertz Customers with disabilities who need Hand Controls to operate a rental vehicle.

### III. ACTIONS TO BE TAKEN BY HERTZ

#### A. Provision of Hand Controls

1. Within nine (9) months of the Effective Date (the “Launch Date”), Hertz will make twenty (20) minivans available with the capability for Left-side Hand Controls (the “Vans”) and will only make the Vans available for the exclusive use of Hand Control Customers.
  - a. The make and model of the Vans are subject to Hertz’s discretion according to fleet requirements.
  - b. The Vans will be distributed to U.S. Hertz airport locations (“Hub Locations”) strategically chosen according to the historical customer demand for hand-control rentals and geographical reach and will be reservable for pick up at any corporate owned location within a 200-mile radius<sup>2</sup> of any Van’s Hub Location, subject to the notice requirements in Section III.A.5. Hertz will initially station the Vans at the airport locations shown in Appendix B and will revisit such strategically chosen locations at least every six (6) months. Should Hertz determine that any Hub Location should be changed, Hertz will notify Class Counsel of such determinations and the basis therefor. Plaintiffs will then have fourteen (14) days to indicate any objection to the relocation, which will be considered a notice of need for meet and confer under Section V.A.
  - c. The Vans will be guaranteed available for prepaid, round-trip reservations made with adequate notice as provided in Section III.A.5 on a first-come, first-served basis. Should Hertz be unable to fulfill a guaranteed prepaid, round-trip reservation for a Van made with adequate notice, it will contact the Customer to determine their preferred alternative and attempt to provide a suitable alternative vehicle with Left-side Hand Controls, or take other necessary steps to fulfill the Van reservation, including but not limited to, assisting the Customer with reserving a van with Left-side Hand Controls from another vehicle rental company.
2. On or before the Launch Date, Hertz will provide Right-side Hand Controls on minivans in its fleet. The make and model of these minivans are subject to Hertz’s discretion according to fleet requirements.
3. Subject to manufacturer modifications (and as discussed in subparagraph (a) below), Hertz will continue to provide Left-side Hand Controls in the following (or similar) vehicles (or any successor models that are not manufactured with knee bolster airbags (“KBAs”), in which they are currently available: (i) Kia K4, (ii) Chevrolet Equinox or GMC Terrain,<sup>3</sup> and (iii) Chevrolet Tahoe or GMC Yukon.<sup>4</sup>

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<sup>2</sup> For the purpose of this Agreement, and in order to provide clarity to the Parties and the Class, the “radius” will be measured as the “flat” geometric radius from the Hub Location, rather than the driving distance, and only be consider on land (i.e., the Honolulu Hub Location will only have a radius within the island).

<sup>3</sup> For the purpose of this Agreement and subsection (a) the Chevrolet Equinox and GMC Terrain will be treated as one vehicle model.

<sup>4</sup> For the purpose of this Agreement and subsection (a) the Chevrolet Tahoe and GMC Yukon will be treated as one vehicle model.

- a. Should any of these vehicle models be modified by the manufacturer to include KBAs or any other modification that impacts the safe installation of Left-side hand controls, Hertz will promptly notify Class Counsel, and will maintain eighty (80) of an earlier model year of the vehicle without KBAs. At least two of these vehicles will be stationed at each Hub Location. These vehicles will be guaranteed available for prepaid, round-trip reservations made with at least seven (7) days' advanced notice on a first-come, first-served basis. Should Hertz be unable to fulfill a guaranteed prepaid, round-trip reservation for one of these vehicles made with adequate notice, it will contact the Customer and attempt to provide a suitable alternative vehicle with Hand Controls, or take other necessary steps to fulfill the reservation, including but not limited to, assisting the Customer with reserving a vehicle with Hand Controls from another vehicle rental company.
4. Subject to manufacturer modifications (and as discussed in subparagraph (a) below), Hertz will continue to provide Right-side Hand Controls in the following (or similar) vehicles, in which they are currently available: (i) Nissan Altima, (ii) Chevrolet Malibu, (iii) Chevrolet Equinox or GMC Terrain, (iv) Chevrolet Tahoe or GMC Yukon.
  - a. Should Hertz wish to discontinue the provision of Right-side Hand Controls in any of these vehicle models, Hertz will promptly notify Class Counsel, and the Parties will meet and confer within 30 days of this notification to discuss what steps will be taken to ensure that Customers who require Right-side Hand Controls continue to have access to a range of vehicles. Should the Parties not reach agreement within 30 days of the meet and confer, they will proceed via the Dispute Resolution process (Section V), beginning with mediation, for which the costs shall be shared equally by both Parties.
5. With respect to the Vans, a minimum of seven (7) days' advance notice is required to ensure adequate time for completion of necessary safety inspections and transporting the vehicle to the pick-up location. For all other Hand Control rentals, Hertz will continue to provide vehicles within the current notice timelines: 8 hours' notice at Major Airport Locations, and 24 hours' notice at other corporate owned locations.
6. Hertz will maintain a log to track Customer reservations for Hand Control equipped vehicles, including the: (a) reservation number; (b) date of reservation; (c) pick-up location; (d) vehicle class reserved; and (e) whether left- or right-side hand controls were requested.

**B. Policies and Procedures**

1. Hertz will continue to ensure that Customers can reserve a rental vehicle with Hand Controls through each system by which Customers can generally reserve rental vehicles, including on its website, by phone, and in-person.
2. Web Reservations. By the Launch Date, Hertz will:
  - a. Modify its Accessibility Webpage to provide a list of the vehicles that can be rented with Left-side and/or Right-side Hand Controls, including all information necessary to identify those vehicles on the "Select Vehicle" page within the online booking process, including but not limited to the associated Vehicle Description/Website Dialect, Car Group, and example vehicle(s). To the extent that

there are changes to the list of vehicles that can be rented with Left-side and/or Right-side Hand Controls, Hertz will update the Accessibility Webpage with current information as soon as practicable but at most within thirty (30) days of such a change.

- b. Designate a position responsible for ensuring that the information on the Accessibility Webpage remains accurate given regular changes to Hertz's Vehicle Descriptions for marketing, availability, seasonal, and other purposes. Hertz will have full discretion as to which position it designates for this responsibility.
- c. Modify its "Accessibility Options" dropdown menu (available during the reservation process under the heading "Additional Amenities") such that, when the selected vehicle does not have Left-side and Right-side Hand Controls available for selection within the "Accessibility Options" dropdown menu, there will be a hyperlink to the Accessibility Webpage where they can find information on the specific vehicles that are available with Hand Controls.

3. Phone Reservations.

- a. Hertz will train Customer Support Representatives who answer the main Customer Support phone numbers (877-599-8916 or 800-654-3131) to ensure they understand what Hand Controls are and that they should promptly transfer individuals requesting Hand Controls to Special Services.

4. By the Launch Date, Hertz will update its reservation system(s) and/or policies to ensure that:

- a. The need for Hand Controls is specifically communicated to the pick-up location.
- b. Paragraph C.3.a of the "Customers with Disabilities" policy is modified to state as follows: "Since installation of hand controls and moving the installed vehicle to the applicable rental location can be time consuming, management (or a designated staff member) should contact the customer via phone or e-mail when an applicable reservation appears on the reservation manifest."
- c. If a Customer has reserved a vehicle with Hand Controls within the timelines set out in Section III.A.5 of this Agreement, but the vehicle is not ready at the requested pick-up time, installation will be prioritized and the Customer will receive a discount.
- d. If, for any reason, Hertz cannot install Hand Controls on the cheapest vehicle available for rent at a given location for the desired date and time, Hertz will ensure that the cheapest vehicle at that location for which it can install Hand Controls is offered at the then-current "Compact/Economy" rate, or the lowest rate available for a non-electric vehicle, which will be reflected at checkout.

**C. Hand Control Assistance and Feedback**

1. Hertz will continue to maintain a centralized process for Customers to obtain assistance and/or lodge complaints regarding reservation of vehicles with Hand Controls. Hertz will publish the process for obtaining assistance regarding reservation of vehicles with Hand Controls on its Accessibility Webpage.

2. Hertz's Special Services team will continue to address Customer requests for assistance and complaints regarding reservation of vehicles with Hand Controls. Hertz will also maintain a log of Customer assistance requests and complaints including: (a) the nature of the request or complaint; (b) the date the request or complaint was received; (c) the steps taken to resolve the request or complaint; and (d) the date on which the request or complaint was resolved.

**D. Statutory Damage Payments to Named Plaintiffs**

1. Within 14 days of the Effective Date or delivery of Plaintiffs' W-9 forms, whichever is later, Hertz will pay Ms. Ho \$8,000 and will pay Ms. Mills \$8,000. Payments will be made via separate checks payable to each individual and delivered to Class Counsel.

**IV. MONITORING IMPLEMENTATION**

1. Hertz will provide Class Counsel with notice of its completion of the obligations in Sections III.A – III.C within fourteen (14) days after the deadlines for completion of such obligations.
2. On a quarterly basis during the "Term of the Agreement" (as defined in Section VIII.A), Hertz will provide Class Counsel with (a) the Hand Control request tracking log (created per Section III.A.6) and (b) the Customer assistance and complaint log (created per Section III.C.2). Customer names and contact information will be redacted from these logs prior to production.

**V. DISPUTE RESOLUTION AND ENFORCEMENT**

The Parties agree that Judge Chesney of the U.S. District Court for the Northern District of California shall maintain jurisdiction of this case for purpose of enforcing this Agreement, including the resolution of any disputes that arise hereunder, for the "Term of the Agreement" (as defined in Section VIII.A). Should Judge Chesney become unavailable, the Parties agree to accept the jurisdiction of any other Judge assigned by the U.S. District Court for the Northern District of California for continuing jurisdiction purposes, subject to the Parties' normal rights to object to a judicial assignment under the Federal Rules of Civil Procedure.

**A. Meet & Confer**

If a dispute arises concerning implementation of the Agreement, the Party seeking relief shall first contact counsel for the opposing Party in writing to request a meeting. The meeting shall take place within thirty (30) days of notification, or at a later date if mutually agreed by the Parties. At the meeting, the Parties will discuss thoroughly, preferably in person or by video conference, the substance of the dispute and any potential resolution.

**B. Mediation**

In the event the Parties are unable to resolve their dispute within thirty (30) days of the meeting, the dispute may be submitted to mediation with a mutually agreeable mediator with both parties equally sharing the related costs. If the parties are not able to reach agreement on a mediator within two (2) weeks of the first mediator being proposed, they will ask the ADR program of the U.S. District Court for the Northern California to assign a mediator.

**C. Resolution by District Court**

If the Parties' mediation efforts are unsuccessful, the Parties agree to submit any remaining dispute(s) for binding resolution by the District Court for the Northern District of California under the Court's continuing jurisdiction over this case.

**VI. ATTORNEYS' FEES & COSTS**

In accordance with Federal Rule of Civil Procedure 23(h), Plaintiffs will move under Federal Rule of Civil Procedure 54(d)(2) for \$600,000 for attorneys' fees and costs incurred by Plaintiffs in bringing and prosecuting the Action through Final Approval and \$30,000 as a lump-sum payment for attorneys' fees and costs incurred by Plaintiffs in monitoring implementation of the Agreement.

Upon the Court's order awarding fees, Hertz agrees to submit payment to Class Counsel within 30 days of the Effective Date.

**VII. PROCEDURES FOR APPROVAL OF CLASS SETTLEMENT**

**A. Application for Preliminary Approval**

The Parties hereby stipulate to the certification of the Settlement Class and to the appointment by the Court of Class Counsel for the purposes of implementing and monitoring this Agreement.

Plaintiffs will prepare and file an application for Preliminary Approval with the Court and take all other steps necessary to request a Final Fairness Hearing pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, and to seek the Court's Preliminary Approval of the Agreement.

If the Court does not grant Preliminary Approval of this Agreement for any reason, or if any motions or appeals are filed by third parties prior to Preliminary Approval, the Parties shall meet and confer to determine whether this Agreement can be amended or modified in a manner so as to secure Preliminary Approval. If this is not attainable, this Agreement shall be null and void, *ab initio*.

**B. Notice to Class**

Within thirty (30) days of the Court granting Preliminary Approval of the Agreement, the Parties will provide notice to the Settlement Class by posting the Notice attached hereto as Appendix C on the website of Disability Rights Advocates and posting a link to the Notice in an advertisement associated with the United Spinal Association (or similar advertisement at Class Counsel's election) and at Hertz's cost, not to exceed \$1,500. Class Counsel is permitted to issue a press release regarding this Agreement and/or Action in a form substantially similar as attached Appendix D.

**C. Objections**

Any Settlement Class member who wishes to object to the fairness, reasonableness, or adequacy of the Agreement, or the fees and costs allocated for Class Counsel must submit an Objection on or before the Objection Deadline. Objections should contain the following information:

1. The case name and number: *Ho, et al. v. The Hertz Corp., et al.*, Case No. 3:24-cv-01066-MMC;
2. The Objector's name and county of residence;
3. If the Objection is being submitted by the legal representative of a Settlement Class member, the name of that legal representative;
4. Whether the Objection applies only to the Objector, to a specific subset of the Settlement Class, or to the entire Settlement Class;
5. The specific grounds for the objection; and
6. Whether the Objector or their legal representative wishes to speak at the Final Fairness Hearing.

Objections must be submitted to the U.S. District Court for the Northern District of California. Objections sent by mail must be postmarked by the Objection Deadline. The date of the postmark on the envelope containing the written statement objecting to the Settlement shall be the exclusive means used to determine whether an Objection and/or intention to appear has been timely submitted. In the event a postmark is illegible, the date of the mailing shall be deemed to be five days prior to the date that the copy of the Objection was received.

Settlement Class members who fail to submit timely Objections in the manner specified above shall be deemed to have waived any objections and shall be barred from making any objection to the Agreement by appearing at the Final Fairness Hearing, appeal, collateral attack, or otherwise.

Any Objector who timely submits an Objection has the option to appear and request to be heard at the Final Fairness Hearing, either in person or through the Objector's counsel. Any Objector or legal representative thereof wishing to appear and be heard at the Final Fairness Hearing must state this intention in their Objection. Objectors who fail to include a notice of their intention to appear in a timely filed Objection may not speak at the Final Fairness Hearing without permission of the Court.

If an Objector makes an Objection through an attorney, the Objector shall be solely responsible for the Objector's attorneys' fees and costs.

At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class members to submit Objections to the Agreement or encourage appeal from the Court's Final Approval Order.

#### **D. Final Approval & Final Fairness Hearing**

Plaintiffs will prepare an application for and seek Final Approval from the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

Objectors or legal representatives thereof who intend to appear at the Final Fairness Hearing and require accommodations, including Objectors who need to appear at the hearing remotely due to a

disability, may request them from the Court pursuant to the Court's policies and practices on reasonable accommodations.

**E. Effect if Settlement Not Approved**

The Agreement is being entered into for settlement purposes only. If the Court does not grant Preliminary Approval and Final Approval, the Agreement will be deemed null and void *ab initio*. In that event:

1. The Parties will be restored to their respective positions immediately preceding the execution of the Agreement, and the Parties will jointly request that any intervening Court rulings or decisions be vacated;
2. No term or condition of the Agreement, or any draft thereof, or any discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect; nor shall any such matter be admissible in evidence for any purpose in the Action or any other proceeding; nor shall any such matter be used in the Action for any purpose whatsoever in accordance with Federal Rule of Evidence 408; and
3. The Parties will retain all rights to object to any attempt by any Party to reference, cite to, or rely upon, in any way, the Agreement or any factual or legal statement or conclusion within it, including as to (i) the sufficiency of any particular action(s) to satisfy obligations under the laws at issue in the Action; or (ii) the feasibility of the maintenance of this matter as a class action.

**F. Modifications Suggested by the Court**

If the Court suggests any modifications to the Agreement or conditions either Preliminary Approval or Final Approval on modifications to the Agreement, the Parties shall, working in good faith and consistent with the Agreement, endeavor to cure any such deficiencies identified by the Court. However, the Parties shall not be obligated to make any additions or modifications to the Agreement that would affect the benefits provided to Settlement Class members or the cost to or burden on Defendants. If the Court orders or proposes such additions or modifications, the Parties will have the right to terminate the Agreement within thirty (30) days from the date of the Court's order or proposal.

If either Party elects to terminate the Agreement pursuant to this section, the Agreement will be deemed null and void *ab initio*.

**G. Administrative Closure and Retention of Jurisdiction**

Within 30 days after an order granting Final Approval of this Agreement by the Court, the Parties shall jointly ask the Court to administratively close the Action and to retain jurisdiction over the Action for the purpose of ensuring compliance with the terms of the Agreement.

## VIII. MISCELLANEOUS TERMS

### A. Term of the Agreement

This Agreement shall remain in effect for eighteen (18) months from the Effective Date. Within seven (7) days of the termination of this Agreement, the Parties will jointly move the Court to dismiss the Action with prejudice.

### B. Entire Agreement

This Agreement, and the documents attached to or expressly referred to in this Agreement, constitute the final and complete written expression and exclusive statement of all the agreements, conditions, promises, representations, and covenants between the Parties with respect to the Action, and supersede all prior or contemporaneous negotiations, promises, covenants, agreements, or representations of any nature whatsoever with respect to the Action.

This Agreement cannot be amended, modified, or supplemented except by a written document signed by all of the Parties.

### C. Authorization and Execution in Counterparts

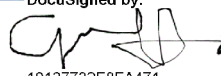
The Parties have read and understood this Agreement, have had the opportunity to discuss same with legal counsel, and have voluntarily agreed to sign the Agreement and agree to be bound thereby. Each person executing this Agreement on each party's behalf has been duly authorized to sign on behalf of the respective party and to bind each to the terms of the Agreement.

The Parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

The Parties agree that this Agreement may be executed by electronic means. The Parties agree and acknowledge that a photocopy, facsimile copy, or scanned copy of an executed signature may be used in place of an original executed signature for any purpose.

*[Signature Page Follows]*

Date: March 5, 2026

DocuSigned by:  
  
10137732E8FA471...

Carina Ho, Plaintiff

Date: March 5, 2026

DocuSigned by:  
  
1A587E082F464FC...

Christina Mills, Plaintiff

Date: March 5, 2026 | 7:13 AM CST

THE HERTZ CORPORATION

B Piero Bussani  
Signature

Piero Bussani  
Name

Executive Vice President and Chief Legal Officer  
Position

Date: March 5, 2026 | 7:13 AM CST

HERTZ GLOBAL HOLDINGS, INC.

B Piero Bussani  
Signature

Piero Bussani  
Name

Executive Vice President and Chief Legal Officer  
Position

Date: March 5, 2026 | 7:13 AM CST

RENTAL CAR INTERMEDIATE HOLDINGS, LLC

E Piero Bussani  
Signature

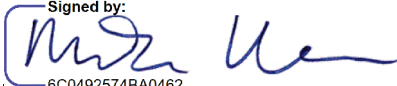
Piero Bussani  
Name

Executive Vice President and Chief Legal Officer  
Position

APPROVED AS TO FORM:


March 5, 2026  
Date: \_\_\_\_\_

DISABILITY RIGHTS ADVOCATES

Signed by:  
By:  \_\_\_\_\_  
6C0492574BA0462...  
Meredith J. Weaver, Senior Counsel

Date: March 5, 2026 | 7:54 AM PST

WINSTON & STRAWN LLP

By:  \_\_\_\_\_  
William C. O'Neil, Chicago Managing Partner

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### APPENDIX A – MAJOR AIRPORTS

Austin-Bergstrom International Airport	Midway International Airport (Chicago, IL)
Baltimore/Washington International Airport	Minneapolis–Saint Paul International Airport
Bradley International Airport (Hartford, CT)	Nashville International Airport
Charlotte Douglas International Airport	Newark Liberty International Airport
Chicago O’Hare International Airport	New York JFK International Airport
Cincinnati/Northern Kentucky International Airport	Ontario International Airport
Cleveland Hopkins International Airport	John Wayne Airport (Santa Ana, CA)
Dallas Love Field	Orlando International Airport
Dallas/Fort Worth International Airport	Phoenix Sky Harbor International Airport
Daniel K. Inouye International Airport (Honolulu, HI)	Philadelphia International Airport
Denver International Airport	Pittsburgh International Airport
Detroit Metropolitan Airport	Portland International Airport
Fort Lauderdale–Hollywood International Airport	Raleigh–Durham International Airport
George Bush Intercontinental Airport (Houston, TX)	Sacramento International Airport
Harry Reid International Airport (Las Vegas, NV)	Salt Lake City International Airport
Hartsfield-Jackson Atlanta International Airport	San Antonio International Airport
Houston Hobby Airport	San Diego International Airport
Indianapolis International Airport	San Francisco International Airport
Jacksonville International Airport	San Jose Mineta International Airport
Kansas City International Airport	Seattle–Tacoma International Airport
La Guardia Airport (New York City)	Southwest Florida International Airport (Ft. Meyers, FL)
Logan International Airport (Boston, MA)	St. Louis Lambert International Airport
Los Angeles International Airport	Tampa International Airport
Memphis International Airport	Washington Dulles International Airport
Miami International Airport	Washington National Airport
	Palm Beach International Airport

*Ho et al. v. Hertz Corp. et al.*, Case No. 3:24-cv-01066-MMC (N.D. Cal.)

**APPENDIX B – HUB LOCATIONS**

1. Orlando, FL - MCO
2. Los Angeles, CA - LAX
3. Atlanta, GA - ATL
4. Miami, FL - MIA
5. San Francisco, CA - SFO
6. Dallas, TX - DFW
7. Las Vegas, NV - LAS
8. Oahu-Honolulu, HI - HNL
9. Denver, CO - DEN
10. Boston, MA - BOS
11. Phoenix, AZ - PHX
12. Seattle, WA - SEA
13. Washington, DC - IAD
14. New York City, NY - JFK
15. Chicago, IL - ORD
16. Houston, TX - IAH
17. Nashville, TN - BNA
18. Minneapolis, MN - MSP
19. Salt Lake City, UT - SLC
20. San Diego, CA - SAN

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**APPENDIX C – PROPOSED CLASS NOTICE**

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION LAWSUIT**

United States District Court, Northern District of California  
*Ho, et al. v. The Hertz Corporation, et al.*  
Case No. 3:24-cv-01066-MMC

**ATTENTION: ALL POTENTIAL HERTZ CUSTOMERS WHO NEED HAND CONTROLS TO DRIVE A VEHICLE DUE TO A DISABILITY**

**PLEASE READ THIS NOTICE CAREFULLY.  
YOUR RIGHTS MAY BE AFFECTED BY LEGAL PROCEEDINGS IN THIS CASE.**

**WHAT IS THE PURPOSE OF THIS NOTICE?**

The purpose of this notice is to inform class members of a proposed settlement in a pending class action lawsuit, *Ho, et al. v. The Hertz Corporation, et al.*, brought on behalf of people who have disabilities, use hand controls to drive, and would like to rent a vehicle from Hertz.

This notice gives a summary of the terms of the proposed settlement agreement in this case, explains what rights class members have, and helps class members make informed decisions about what action to take.

**HOW DO I KNOW IF I AM PART OF THIS SETTLEMENT?**

If you are a person with a disability who needs hand controls to operate a rental vehicle, and who will potentially rent a vehicle from Hertz, then you are part of this settlement.

**WHAT DO I DO NEXT?**

If you are a class member, read this notice to understand the settlement and decide whether you are satisfied with the proposed settlement.

If you are satisfied with the proposed settlement...

**Do Nothing:** If the Court approves the settlement, you will be bound by the settlement.

If you are not satisfied with the proposed settlement...

**Object:** Tell the Court why you don't like the settlement. If the Court approves the settlement, you will still be bound by the settlement.

Please read on to understand the specifics of the settlement and what each choice would mean for you.

*Ho et al. v. Hertz Corporation et al.*, Case No. 3:24-cv-01066-MMC (N.D. Cal.)

### **WHAT IS THIS LAWSUIT ABOUT?**

Two individuals who have disabilities that result in the need for hand controls to drive a vehicle (called “Plaintiffs”) filed a lawsuit on February 22, 2024 alleging that The Hertz Corporation and related companies (called “Defendants”) violated federal and California state anti-discrimination laws by (1) only placing hand controls in a limited set of vehicles, (2) effectively adding a surcharge for individuals who require hand controls, and (3) imposing a more difficult reservation process on individuals who require hand controls. Defendants deny that they violated any laws or did anything wrong.

This case is a class action. In a class action, one or more people, called Class Representatives, sue on behalf of people who have similar legal claims. This group of people are called a “Class” or “Class Members.” One court resolves the issues for all Class Members. United States District Judge Maxine M. Chesney is the judge assigned to this class action.

### **WHY IS THERE A SETTLEMENT IN THIS LAWSUIT?**

The parties have reached an agreement to resolve the lawsuit, and both sides want to avoid the risk and expense of further litigation. The settlement is on behalf of the Plaintiffs who filed the lawsuit, and all potential Hertz customers who use hand controls to drive due to a disability. The Court has not decided any part of this case in favor of either side.

### **WHAT DOES THE SETTLEMENT PROVIDE?**

Under the settlement, the following things would happen, but only if the Court approves the settlement:

#### **1. Left-Side Hand Controls in 20 Dedicated Minivans**

Hertz will provide 20 minivans (“the Vans”) with left-side hand controls that will only be available to Hertz customers who need hand controls. Hertz will guarantee that the Vans will be available on a first-come, first-served basis for prepaid, round-trip reservations that are made with a minimum 7 days’ advanced notice.

The Vans will be distributed to 20 select U.S. Hertz airport locations (“Hub Locations”), which are listed in Appendix B to the full settlement agreement, and will be reservable for pick up at any corporate-owned location within a 200-mile radius of a Hub Location. Hertz will reassess placement of the Vans at least every 6 months based on reservation information.

#### **2. Left-Side Hand Controls in other Vehicle Categories.**

Hertz will continue to provide left-side hand controls in the following vehicles as long as they are manufactured without knee bolster airbags: (i) Kia K4, (ii) Chevrolet Equinox or GMC Terrain, (iii) Chevrolet Tahoe or GMC Yukon. If any of these vehicle models are changed during the Term of the agreement such that they are manufactured with knee bolster airbags or any other modification that impacts the safe installation of Left-side hand controls, Hertz will keep 80 vehicles of an earlier model year that does not have knee bolster airbags. At least two of these vehicles will be stationed at each Hub Location. Hertz will guarantee that these vehicles will be

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available on a first-come, first-served basis for prepaid, round-trip reservations that are made with a minimum 7 days' advanced notice.

Hertz will continue to provide these hand controls for reservations that are made with 8 hours' notice at the airport locations listed in Appendix A to the full settlement agreement, and with 24 hours' notice at other corporate locations.

### **3. Right-Side Hand Controls in Various Vehicle Categories.**

Hertz will continue to provide right-side hand controls in the following (or similar) vehicles: (i) Nissan Altima, (ii) Chevrolet Malibu, (iii) Chevrolet Equinox or GMC Terrain, (iv) Chevrolet Tahoe or GMC Yukon. Hertz will also begin providing right-side hand controls in certain minivans in its fleet.

Hertz will continue to provide these hand controls for reservations that are made with 8 hours' notice at the airport locations listed in Appendix A to the full settlement agreement, and with 24 hours' notice at other corporate locations.

### **4. Additional Information on Availability of Hand Controls When Making Reservations.**

Under the settlement, Hertz will continue to ensure that customers can reserve a rental vehicle with hand controls on its website, by phone, and in-person.

Hertz will change its Accessibility Webpage (<https://www.hertz.com/us/en/products-and-services/value-added-services/united-states/car-rental-services-for-people-with-disabilities>) to add a list of the vehicles that can be rented with left-side and/or right-side hand controls. The Accessibility Webpage will include all information necessary to identify those vehicles on the "Select Vehicle" page within the online booking process.

A Hertz employee will be responsible for ensuring the information on the Accessibility Webpage is accurate and up-to-date. If there are any changes to the list of vehicles that can be rented with left-side and/or right-side hand controls, Hertz will update the Accessibility Webpage with current information within 30 days of any changes.

Hertz will also change its "Accessibility Options" dropdown menu so that a hyperlink to the Accessibility Webpage is displayed when the selected vehicle does not have left-side and right-side hand controls available for selection within the "Accessibility Options" dropdown menu.

### **5. Hand Control-Related Training for Customer Support Representatives.**

Hertz will train Customer Support Representatives who answer the main Customer Support phone numbers (877-599-8916 or 800-654-3131) to ensure they understand what hand controls are and that they should promptly transfer customers requesting hand controls to Special Services.

### **6. Updated Reservation Systems and Policies.**

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Hertz will update its reservation system and/or policies to ensure that the need for hand controls is specifically communicated to the pick-up location and if a customer has reserved a vehicle with hand controls within the necessary timelines, but the vehicle is not ready at the requested pick-up time, installation will be prioritized and the customer will receive a discount.

Hertz's policies will be updated to reflect that management (or a designated staff member) should contact the customer via phone or e-mail when a reservation for a vehicle with hand controls appears on the reservation manifest.

If Hertz cannot install hand controls on the cheapest vehicle available for rent at a given location for the desired date and time, Hertz will ensure that the cheapest vehicle at that location for which it can install hand controls is offered at then-current "Compact/Economy" rate, or the lowest rate available for a non-electric vehicle, which will be reflected at checkout.

## **7. Hand Control Assistance and Feedback**

Hertz will continue to maintain a centralized process for customers to request assistance and/or lodge complaints about reservation of vehicles with hand controls.

The process for getting assistance with reservation of vehicles with hand controls will be included on Hertz's Accessibility Webpage.

Hertz's Special Services team will continue to address customer requests for help and complaints relating to reservation of vehicles with hand controls. In addition, Hertz will keep a log of customer assistance requests and complaints. The log will include: (a) the nature of the request or complaint; (b) the date it was received; (c) the steps taken to resolve it; and (d) the date it was resolved.

## **WHAT HAPPENS NEXT IN THIS LAWSUIT?**

Because the settlement of a class action decides the rights of all members of the Class, the Court must determine whether the settlement is fair and should be approved. The settlement will only take effect if the Court decides that it is fair and approves it. The Court will hold a hearing to decide whether to approve the settlement. This hearing is called a Fairness Hearing. The Fairness Hearing will be held at:

**Where:** United States District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 7 (19th Floor), San Francisco, CA 94102

**When:** [INSERT TIME AND DATE SET BY THE COURT]

The date of the hearing may change without further notice to members of the class. To confirm the hearing date, go to <https://dralegal.org/class-notice/ho-v-hertz/>.

You do not have to attend the Fairness Hearing, but you may attend the hearing. You may also ask the Judge for permission to speak at the Fairness Hearing and express your opinion about the settlement. If you wish to do so, you need to make that request by [INSERT DATE 30 DAYS

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BEFORE FAIRNESS HEARING SET BY THE COURT]. To make a request, follow the instructions below for making an Objection.

If the Court approves the settlement, all class members will be bound by the terms of the settlement. If the Court does not approve the settlement, the settlement agreement will be void and the lawsuit will continue.

### **DO I HAVE A LAWYER IN THIS LAWSUIT?**

In a class action, the court appoints some class members as representatives of the class, and appoints lawyers to work on the case and represent the interests of all the class members. For this case, the Court has appointed lawyers from a nonprofit organization called Disability Rights Advocates as the lawyers for the settlement class. These lawyers are called “Class Counsel.” The lawyers who have been appointed as Class Counsel are the lawyers who negotiated this settlement.

The lawyers from Disability Rights Advocates do not represent your individual interests, they only represent you as a member of the settlement class. If you want to be represented by your own lawyer, you may hire one at your own expense.

### **DO I HAVE TO PAY THE LAWYERS IN THIS LAWSUIT?**

**You will not have to pay Class Counsel for their work on the lawsuit.**

To date, Class Counsel have not received any money for their work on this case or for the expenses that they have incurred for the case. To pay for their work and compensate for the risk in bringing this case without any guarantee of payment unless they were successful, Class Counsel will request that the Court approve a payment of \$630,000 in attorneys’ fees and costs. This amount covers the work that Class Counsel has done since late 2023 to represent the Plaintiffs in filing this lawsuit, undertaking litigation, and negotiating a settlement. This amount also covers the work that will be required to monitor implementation of the settlement agreement. Any such award will be paid by Defendants. You will not be required to pay any portion of such award.

Disability Rights Advocates’ fees and expenses will only be awarded if approved by the Court as a fair and reasonable amount. You have the right to object to the lawyers’ fees even if you think the settlement terms are fair.

### **WHAT CAN I DO IF I WANT MONETARY COMPENSATION?**

This settlement does not include monetary compensation for settlement class members. This means that if you are a settlement class member, you will not receive monetary compensation as part of this settlement. If you believe that you may have a claim for monetary compensation against The Hertz Corporation, this settlement does not prevent you from filing a lawsuit seeking monetary compensation only.

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### **WHAT IF I DON'T AGREE WITH THE SETTLEMENT?**

If you disagree with any part of the settlement, you may submit an “objection” to the Court in writing. You have the right to ask the Court not to approve the settlement. You must give reasons why you think the Court should not approve the settlement. The Court will consider your views. The Court can only approve or deny the settlement — it cannot change the terms of the settlement or exclude you from the settlement. You may hire your own lawyer to help you with this process, but you do not have to.

To object, you must submit a letter to the Court that includes **all** of the following information:

1. the case name and number: *Ho, et al. v. The Hertz Corporation, et al.*, Case No. 3:24-cv-01066-MMC;
2. your full name and the county where you live;
3. the name of your lawyer, if you have one;
4. the reasons for your objection;
5. whether your objection applies to just you, a part of the class, or the entire class;
6. whether you and/or your lawyer want to appear at the Fairness Hearing; **and**
7. your signature.

You can submit a written objection in one of three ways:

1. **In Person:** Take your written objection to any location of the United States District Court for the Northern District of California. Those locations can be found on the Court’s website: <https://cand.uscourts.gov/about-court/court-locations>. You must deliver your letter in person by [INSERT DATE 30 DAYS BEFORE FAIRNESS HEARING]
2. **By Mail:** Mail your written objection to the Class Action Clerk, United States District Court for the Northern District of California, 450 Golden Gate Avenue, P.O. Box 36060, San Francisco, CA 94102. The envelope must be postmarked by [INSERT DATE 30 DAYS BEFORE FAIRNESS HEARING]. Do not send your objection to Plaintiffs, Class Counsel, Defendants, or Defendants’ lawyers.
3. **Electronically:** File your objection by [INSERT DATE 30 DAYS BEFORE FAIRNESS HEARING] using the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>.

If you file a written objection by the deadline, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

**IF YOU DO NOT MAKE A WRITTEN OBJECTION WITHIN THE TIMELINES ABOVE, YOU WILL WAIVE YOUR ABILITY TO OBJECT AND WILL NOT BE ABLE TO MAKE ANY OBJECTION TO THE SETTLEMENT.**

**IF YOU DO NOT OPPOSE THIS SETTLEMENT, YOU NEED NOT APPEAR OR FILE ANYTHING IN WRITING.**

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### **FURTHER INFORMATION**

This notice only summarizes the terms of the proposed settlement agreement. The complete settlement with all its terms can be found here: <https://dralegal.org/class-notice/ho-v-hertz/>. To get a copy of the settlement agreement or get answers to your question:

- contact Class Counsel at (510) 529-3417, [Hertzsettlement@dralegal.org](mailto:Hertzsettlement@dralegal.org), and/or by mailing a letter to:  
Disability Rights Advocates  
ATTN: Meredith Weaver  
2001 Center Street, Third Floor  
Berkeley, CA 94704-1204
- visit the following website: <https://dralegal.org/class-notice/ho-v-hertz/>;
- access the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>;
- visit the office of the Clerk of the Court for the United States District Court for the Northern District of California, located at 450 Golden Gate Avenue, 16th floor, San Francisco, CA 94102, between 9:00 a.m. and 1:00 p.m., Monday through Friday, excluding court holidays. Please do not call the Court or the Court Clerk's office to ask about this settlement or the claim process.

To obtain a copy of this Notice in an alternative accessible format, please contact Class Counsel.

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## APPENDIX D – PRESS RELEASE

### Press Contacts

Meredith Weaver, Senior Counsel: [mweaver@dralegal.org](mailto:mweaver@dralegal.org), (510) 426-6834

## Class Settlement Approved to Increase Availability of Hand Control Equipped Rental Vehicles to Hertz Customers

[DATE]—San Francisco, CA—On \_\_\_\_\_, U.S. District Judge Maxine M. Chesney approved a class action settlement that will resolve litigation against The Hertz Corporation under the Americans with Disabilities Act filed by individuals who require hand controls to drive rental vehicles. Read the order granting final approval.

In the class settlement, Hertz has committed to increasing the availability of hand controls in its fleet by dedicating 20 minivans equipped with left-side hand controls stationed at airport hub locations, which can be rented from any corporate Hertz location within a 200-mile radius of the hub. These vans will be reserved for the exclusive use of people who require hand controls to drive rental vehicles. This will expand Hertz’s current selection of models that can be equipped with left-side hand controls, which includes sedans and SUVs. Hertz will also continue to invest in hand control equipment to expand the availability of right-side hand controls to minivans, in addition to its currently available sedan and SUV options. Hertz is implementing improvements to its website and phone reservation systems, as well as providing additional training to customer support representatives, to make it easier to reserve vehicles equipped with hand controls. Finally, Hertz will ensure that hand control users receive the same prices that are available to its customers who do not require hand controls. Read the settlement agreement.

Reflecting on the settlement, Plaintiff Christina Mills said, “Every day, I’m reminded that as a lifelong wheelchair user, the world was not built for people with disabilities. From staircases to the lack of rental cars equipped with left-side hand controls, I’ve had to find workarounds just to be treated equally and fairly. My hope is that this settlement helps make travel a little easier for people like me—especially moms who simply want to explore the world like any other family—with greater accessibility options at Hertz and beyond.”

Plaintiff Carina Ho commented, “As a hand-control user, my rental car options have been so limited and the process has been so cumbersome and uncertain that I don’t even bother and instead look for alternative forms of transportation, which sometimes are not as ideal. My hope is that this settlement is the first step to unblocking access so that renting a car can even be considered an option for me.”

“We have heard time and again from hand control users that they want to be able to rent minivans, which are low enough for many to independently transfer from a wheelchair to the vehicle; configured in a way that allows for independence in loading and unloading mobility equipment; and spacious enough for those who travel with other passengers, luggage, and equipment,” said Meredith Weaver, Senior Counsel at Disability Rights Advocates. “We commend Hertz for investing in the ability of all customers to travel independently using its services.”

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**Disability Rights Advocates (DRA)**, founded in 1993, is a nonprofit disability rights legal center that seeks to advance equal rights and opportunity for people with all types of disabilities nationwide. DRA represents people with all types of disabilities in complex, system-changing, class action cases. For more information, visit [dralegal.org](https://dralegal.org).

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