

Notice of Pendency and Proposed Settlement of Class Action

If your claim against VISA’s Auto Rental Collision Damage Waiver - Personal benefit was denied because the vehicle was a Zipcar, a pending class action lawsuit may affect your rights.

This is to advise you that a proposed settlement has been reached in a class action lawsuit (*Davis v. VISA*, U.S. District Court for the Northern District of California, Case No. 3:13-cv-5125, or the “Lawsuit”) that may apply to you. Specifically, the claims in this class action involve whether VISA’s Auto Rental Collision Damage Waiver - Personal benefit (the “Benefit”) applies to Zipcar vehicles. ***You are receiving this notice because the parties have identified you as a potential class member.***

Your rights may be affected by the Lawsuit and the proposed settlement discussed in this court-authorized notice (the “Notice”). This Notice is to inform you of the conditional certification of a settlement class, the nature of the claims at issue, your right to participate in or exclude yourself from the class, and the effect of exercising your various options. You are not being sued.

This Notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement available at www.marshall-law-firm.com/VISA-Zipcar-Class-Action-Settlement, by contacting class counsel (Marshall Law Firm) at 925-575-7105, by accessing the Court docket in this case through the Court’s Public Access to Court Electronic Records (PACER) system at <https://ecf.cand.uscourts.gov>, or by visiting the office of the Clerk of the Court for the United States District Court for the Northern District of California, 450 Golden Gate Avenue, San Francisco, CA 94102-3489, between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Your legal rights and options—**and the deadlines to exercise them**—are explained in this Notice. Your legal rights may be affected whether you act or do not act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS:

<i>YOU MAY:</i>		<i>DUE DATE</i>
FILE A CLAIM FORM	This is the <u>only</u> way to get cash reimbursement.	<u>Postmarked</u> by June 18, 2015
EXCLUDE YOURSELF	Write to Card Benefit Services (P.O. Box 70867, Henrico, VA 23233) if you do not want to benefit from or be bound by this settlement.	<u>Postmarked</u> by February 27, 2015
OBJECT	File an objection with the Court if you are not satisfied with the settlement.	<u>Postmarked</u> by February 27, 2015
DO NOTHING	If you do nothing, you will be bound by the settlement, if it is approved.	

1. Why did the Court issue this notice?

This Notice is given to inform you that (1) a class action lawsuit is pending in the U.S. District Court for the Northern District of California, entitled *Davis v. VISA, Inc.*, Case No.3:13-cv-5125; (2) you may be a class member; (3) the parties have proposed to settle the Lawsuit; (4) the proposed settlement may affect your legal rights; and (5) you have a number of options.

2. What is this Lawsuit about?

The lawsuit concerns the applicability of a benefit VISA provides to its cardholders covering damages caused to rental cars under certain circumstances. Specifically, the claims in this class action involve whether the Benefit applies to Zipcar vehicles.

The plaintiff in the lawsuit asserts that VISA improperly rejected claims made under the Benefit by credit card holders who were involved in accidents while driving Zipcars. VISA, on the other hand, contends that Zipcars were never covered under the Benefit and maintains that it handled all claims properly. The parties have agreed to settle the lawsuit to avoid the burden and costs associated with litigation.

3. How do I know if I am part of the Settlement Class?

The proposed settlement class (the "Settlement Class") includes: all Persons in the United States who (1) maintain a VISA standard, VISA Rewards, or VISA premium branded credit card offering an automobile rental collision damage waiver benefit, (2) who, prior to November 6, 2014, made a claim to VISA for such benefit based on an incident involving a Zipcar (the "Claim"), and (3) whose claims were denied because the vehicle involved was a Zipcar.

In other words, if you made a claim under the Benefit for damage to a vehicle but had that claim denied because the vehicle involved was a Zipcar, then you are a class member (unless you timely exclude yourself from the class as set out below).

4. What are the reasons for the settlement?

The Court has not decided in favor of either party. Instead, both sides agreed to a settlement that they believe is a fair, reasonable, and adequate compromise of their respective positions. The parties reached this agreement only after protracted negotiations, multiple exchanges of information, and independent consideration of the risks and benefits of settlement.

5. What does the settlement provide?

Benefits. In return for the relief described below, the members of the Settlement Class will give up rights to sue VISA and certain related entities (the “Released Parties”) for claims related to the benefit (see below).

A. PAYMENT OF DENIED BENEFIT CLAIMS AT 100% OF BENEFIT ALLOWED

Each Settlement Class member who submits an Approved Claim will receive a payment, via check, of the amount of the Claim that was previously denied (up to the maximum amount available under the Benefit at the time the claim was made, which was either \$500 or \$750, depending on when the Settlement Class Member signed up for Zipcar and on the date that the Claim was submitted).

To get a payment under the Settlement, you must fill out and send a completed Claim Form postmarked on or before June 18, 2015. A Claim Form was included with this notice. Please refer to the Claim Form itself for further details.

B. VISA WILL TREAT ZIPCARS AS COVERED BY THE BENEFIT THROUGH AT LEAST APRIL 1, 2015.

As part of the Settlement, Starting November 6, 2014, through April 1, 2015, VISA will treat claims involving Zipcars as covered under the Benefit and has agreed not to deny any claim submitted under the Benefit solely because the vehicle at issue was a Zipcar. However, nothing in this Agreement prohibits VISA or any other Released Party from engaging in its normal claims review process and denying claims, where appropriate, for other reasons. In addition, the Settlement Agreement allows VISA and the released parties to change their policies and practices regarding coverage of Zipcar-related claims *after* April 1, 2015.

Release. Unless you exclude yourself from the Settlement Class, approval of this settlement will result in a release by you of claims against the “Released Parties” (which includes VISA and the companies that administer the Benefit, Indemnity Insurance Company of North America (“IINA”) and Allianz Global Assistance) that are related in any way to (1) any damage to a Zipcar, (2) the Benefit, (3) the marketing and advertising of the Benefit (including any claim that the scope of the Benefit was not properly explained by VISA), (4) warranties, representations, or omissions regarding or related to the Benefit, or (5) all claims that were brought, alleged, argued raised, or asserted in the Action.

Please see the Settlement Agreement for a more complete explanation of both the release and the people and entities that are included in the “Released Parties.”

Proposed Payment to Plaintiff Ron Davis. Class Counsel has requested a payment to the class representative Ron Davis, not to exceed \$2,000. Defendant has agreed not to oppose this request. This payment will not reduce any benefits recoverable by members of the Settlement Class.

The information set out above is a summary of the settlement. The complete terms of the settlement are in the Settlement Agreement, which is available at www.marshall-law-firm.com/VISA-Zipcar-Class-Action-Settlement.

6. Do I have a lawyer in the case?

The Court appointed the following counsel for the class (“Class Counsel”): Charles D. Marshall, Marshall Law Firm, 2121 N. California Blvd., Suite 290, Walnut Creek, CA 94596. The Marshall Law Firm may be reached at (925) 575-7105 and more information about the firm may be found at www.marshall-law-firm.com.

7. How will the lawyers for the Settlement Class be paid?

If the Court approves the Settlement, the Court will also determine what amount of attorney fees and expenses should be paid to Class Counsel for their representation of Plaintiff and the putative class in this Lawsuit. Payment of attorney fees and expenses to Class Counsel will not reduce any benefit available to you as part of the settlement. Defendant has agreed to pay Class Counsel an amount to be fixed by the Court as reasonable attorney fees and expenses, as long as the amount does not exceed \$57,520.00.

8. What happens if I do nothing after receiving this notice?

If you do nothing and the Court approves the settlement, you will be bound by the terms of the settlement and give up any claims you have relating to the Benefit against VISA or the other Released Parties. (Please see the Settlement Agreement for a more complete explanation of both the release and the people and entities that are included in the “Released Parties.”)

If you are eligible for relief under this settlement, you must complete and submit a Claim Form postmarked no later than June 18, 2015, or your claim will not be considered.

9. What does it mean to request exclusion from the Settlement Class?

If you have received this notice, you may be a member of the Settlement Class and, if so, will be bound by the settlement (if the Court approves it) unless you exclude yourself from the Settlement Class (also known as “opting out”). Persons who exclude themselves from the Settlement Class will not be bound by the terms of the settlement and will not be eligible to receive any benefits from the settlement, but they will retain the right to sue the Released Parties if they wish (at their own cost).

You cannot exclude yourself from the Settlement Class and the proposed settlement if you wish to object to the settlement (see Sections 11 and 12), as you need to be a member of the Settlement Class to object.

10. How do I request exclusion?

You may exclude yourself from the Settlement Class provided that your request is made in writing and postmarked before February 27, 2015. To exclude yourself, send a letter that includes (a) the name of the case (*Davis v. Visa, Inc.*, No. 3:13-cv-5125), (b) your name, current address, telephone number, and signature, (d) provide a clear statement communicating that you elect to be excluded from the settlement. Your written

request to exclude yourself from the settlement must be sent to Card Benefit Services, P.O. Box 70867, Henrico, VA 23233.

You will only be excluded from the settlement if your request is *postmarked* on or before February 27, 2015, and includes the required information.

In determining whether you want to exclude yourself from the settlement, you are advised to consult your own attorney, as there may be issues particular to your circumstances that require consideration.

11. Can I object to the settlement?

If you are a Class Member, you can object to the settlement. You can ask the Court to deny approval of the settlement by filing an objection. You can't ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You may also appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. Only Class members who have filed written objections shall have the right to present objections orally at the Fairness Hearing, and they will only have the right to do so if they expressly seek it in their written objection. All written objections and supporting papers must (a) clearly identify the case name and number (*Davis v. Visa, Inc.*, No. 3:13-cv-5125), (b) be submitted to the Court either by mailing them to the Class Action Clerk, United States District Court for the Northern District of California, San Francisco Courthouse, 450 Golden Gate Avenue, 16th Floor, San Francisco, California 94102, or by filing them in person at any location of the United States District Court for the Northern District of California, and (c) be filed or postmarked on or before February 27, 2015.

If your objections do not meet all of the requirements set forth in this section, they may be deemed invalid and overruled.

12. When and where will the Court determine whether to approve the settlement?

The Court has scheduled a Fairness Hearing at 10:00 a.m. on March 20, 2015, at the U.S. District Court for the Northern District of California, 450 Golden Gate Avenue, Courtroom 11, 17th Floor, San Francisco, CA 94102. This hearing may be continued or rescheduled by the Court without further notice. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate and will consider Class Counsel's request for attorneys' fees and expenses. The Court will also consider objections and may grant permission for objectors to speak. The Court may decide these issues at the fairness hearing or take them under consideration. We do not know how long these decisions will take.

13. Do I have to come to the hearing?

No. You are not required to come to the hearing but you are welcome to come at your own expense.

Settlement Class Members who object to the proposed settlement do not need to attend the Fairness Hearing for their objections to be considered. If you wish to appear either personally or through your own attorney at the settlement hearing, you must send both a timely objection and a notice of intention to appear to the Clerk of the Court at the address set forth in Section 11 above, and serve copies on counsel for the Settlement Class and counsel for Defendant at the addresses set forth in Section 11 above no later than February 27, 2015.

Your notice of intention to appear must include copies of any papers, exhibits, or other evidence that you or your counsel will present to the hearing.

14. How do I get more information about the settlement?

This Notice only summarizes the proposed settlement. The official Settlement Agreement is available at www.marshall-law-firm.com/VISA-Zipcar-Class-Action-Settlement, or by visiting the public files for the United States District Court for the Northern District of California.

Further notices regarding this litigation may be posted at www.marshall-law-firm.com/VISA-Zipcar-Class-Action-Settlement. Please check that website periodically, as information posted may affect your legal rights. If you have any questions, visit www.marshall-law-firm.com/VISA-Zipcar-Class-Action-Settlement, or contact Class Counsel (Charles D. Marshall) at 2121 N. California Blvd., Suite 290, Walnut Creek, CA 94596; cdm@marshall-law-firm.com; (925) 575-7105.

Please do not contact the Court regarding this settlement.

By order of November 12, 2014, Judge Charles R. Breyer.