BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of: The Hertz Corporation, Respondent.	Case No. ENF25-001-V-HE

ORDER OF DECISION

The Board of the California Privacy Protection Agency hereby adopts the Stipulated Final Order, attached hereto, as its decision in the above-captioned matter.

This Decision shall become effective immediately.

IT IS SO ORDERED this 6th day of November, 2026.

BY THE BOARD:



JENNIFER M. URBAN
Chair
California Privacy Protection Agency

LARA KEHOE HOFFMAN
Acting Deputy Director of Enforcement
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BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of: THE HERTZ CORPORATION, Respondent.	Case No. ENF25-001-V-HE

STIPULATED FINAL ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-entitled matter:

I. PARTIES

1. Complainant is the Enforcement Division of the California Privacy Protection Agency ("Agency"), which enforces the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100–1798.199.100, as amended, and its implementing regulations (collectively, the "CCPA").[1]

2. Respondent is The Hertz Corporation, a Delaware corporation with its principal place of business at 8501 Williams Road, Estero, FL 33928, and includes the Hertz, Dollar, and Thrifty car rental brands (collectively, "Hertz").

[1] All statutory references are to California law unless otherwise stated.

II. JURISDICTION

3. Pursuant to Civil Code sections 1798.199.40(a) and 1798.199.55, the Agency may enforce the CCPA through administrative actions.

4. Pursuant to Government Code section 11415.60(a), the Agency may formulate and issue a decision by settlement, pursuant to an agreement of the parties, without conducting an adjudicative proceeding.

5. Hertz is a for-profit corporation that collects consumers' personal information and determines the purposes and means of the processing of consumers' personal information. The company has an annual gross revenue in excess of $26.625 million, and the company annually sells or shares, in combination, the personal information of 100,000 or more consumers or households. Hertz conducted business within the State of California at all times relevant to this Stipulated Final Order.

III. DEFINITIONS

The following terms in this Stipulated Final Order shall have these meanings:

6. "Agency" means the California Privacy Protection Agency.

7. "CCPA" means the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100–1798.199.100, as amended, and its implementing regulations.

8. "Collect" has the meaning provided in Civil Code section 1798.140(f).

9. "Consumer" has the meaning provided in Civil Code section 1798.140(i).

10. "Cross-context behavioral advertising" has the meaning provided in Civil Code section 1798.140(k).

11. "Digital properties" mean all public-facing websites and mobile applications owned or operated by Hertz that are accessible by consumers, including without limitation, its Hertz, Dollar, and Thrifty brand websites, located at http://www.hertz.com/, https://www.dollar.com/, http://www.thrifty.com, and their respective mobile applications.

12. "Enforcement Division" means Complainant, the Enforcement Division of the California Privacy Protection Agency.

13. "Opt-out of sale/sharing" or "opting-out of sale/sharing" means any action taken by a consumer to direct Hertz not to sell or share their personal information, including by enabling an opt-out preference signal.

14. "Opt-out preference signal" has the meaning provided in Code of Regulations, title 11, section 7001(aa).

15. “Personal information” has the meaning provided in Civil Code section 1798.140(v).

16. “Hertz” means Respondent The Hertz Corporation and includes the Hertz, Dollar, and Thrifty car rental brands.

17. “Request to opt-out of sale/sharing” has the meaning provided in Code of Regulations, title 11, section 7001(rr).

18. “Right to opt-out of sale/sharing” has the meaning provided in Code of Regulations, title 11, section 7001(yy).

19. “Sale” or “sell” has the meaning provided in Civil Code section 1798.140(ad).

20. “Service Provider” has the meaning provided in Civil Code section 1798.140(ag)(1).

21. “Share” has the meaning provided in Civil Code section 1798.140(ah).

22. “Third party” has the meaning provided in Civil Code section 1798.140(ai).

23. “Tracking technologies” mean any scripts, cookies, pixel tags, web beacons, software development kits, or other tracking devices or mechanisms that are used to collect and analyze information about a consumer’s activity on a website or application.

IV. FACTUAL FINDINGS

24. Hertz is a multinational company that specializes in vehicle rental services including rentals at airports, off airports, and ride share rentals. Hertz describes itself as “one of the most recognized brands in the world” and provides transportation services across the Hertz, Dollar, and Thrifty car rental brands.

25. Hertz has a large and significant presence in California with over 600 locations and 4,000 employees.

26. Hertz collects and processes the personal information of hundreds of thousands of Californians who interact with its digital properties and visit its physical locations each month, with consumer activity increasing substantially during the summer season. On average, Hertz rents tens of thousands of vehicles per month.

27. Hertz sold and shared certain consumer personal information to third-party companies for the purpose of cross-context behavioral advertising, including through third-party tracking technologies such as cookies and pixels set on Hertz’s websites. These tracking technologies collected personal information, such as unique user identifiers and rental search parameters, and made that information available to advertising technology (“AdTech”) companies.

28. The CCPA provides consumers with important privacy rights, including the right to opt-out of the sale/sharing of their personal information, which gives consumers the ability to limit the extent to which they are tracked online and the extent to which their personal information is promulgated across the internet. Hertz knew that consumers had the right to opt-out of this sale/sharing.

29. During the course of the Agency's investigation, Hertz cooperated with the Agency, produced documents, answered questions, met with the Agency on multiple occasions, and engaged in candid discussions regarding Hertz's CCPA practices. Hertz also promptly took corrective action during the course of the Agency's investigation to address concerns raised by the Agency.

30. The relevant time period is July 1, 2023 to August 25, 2026, unless otherwise indicated.

A. Hertz Failed to Process Opt-out Preference Signals

31. Hertz places numerous tracking technologies, such as cookies and pixels, on its digital properties. Tracking technologies operate in the background, outside the view of everyday website visitors. They collect information about the consumer interacting with the digital properties, assign unique identifiers to the browser or device the consumer is using, and transmit or make that information available to third parties. This information can be used to identify or recognize consumers across different sessions, websites, and applications.

32. Specifically, Hertz installed on its digital properties tracking technologies from Meta, Google, Pinterest, LinkedIn, Microsoft, TikTok, the Trade Desk, LiveRamp, Adobe, Amazon, Sojern, Criteo, Wunderkind, and other AdTech companies, some of which are registered data brokers. These tracking technologies made personal information about consumers visiting Hertz's digital properties, such as personal identifiers and car rental dates, available to these AdTech companies for purposes that include cross-context behavioral advertising.

33. Some of these AdTech companies also engaged in cookie syncing or cookie matching, a process in which they match their respective tracking identifiers so they can recognize the same individual across their systems. By syncing these identifiers, the AdTech companies can construct an even more detailed profile of the consumer across the AdTech ecosystem, enabling more extensive cross-context behavioral advertising and deepening the consumer's exposure to pervasive tracking, targeted advertising, and intrusive inferences about their behavior and interests.

34. Consumers have the right to direct businesses not to sell or share their personal information, including through the use of tracking technologies. *See* Civ. Code § 1798.120(a). Consumers may do so through an opt-out preference signal, such as Global Privacy Control ("GPC"). *See* Code Regs. tit. 11, §§ 7025, 7026.

35. GPC is a browser-based technical standard that allows a consumer to communicate or signal to every website they visit that they are exercising their right to opt-out of the sale/sharing. *See* Code Regs. tit. 11, § 7025(a), (b). It does this by sending a standardized

HTTP header and setting a JavaScript property that websites can detect and use to adjust how their website operates, including whether technologies that collect and share personal information are allowed to run.

36. California law has required businesses to honor opt-out preference signals for more than six years. This obligation has been in place since 2020. *See* Code Regs. tit. 11, § 999.315(c) (effective August 14, 2020 to May 4, 2022); *id*. § 7026 (effective May 5, 2022 to March 28, 2023); *id*. § 7025 (effective March 29, 2023 to present).

37. Moreover, once a business receives a consumer's request to opt-out of sale/sharing, including through the GPC signal, it is prohibited from selling or sharing that consumer's personal information unless the consumer subsequently provides explicit consent to do so. *See* Civ. Code § 1798.120(d).

38. Although Hertz installed numerous tracking technologies on its digital properties that facilitated the sale and sharing of consumers' personal information, for a portion of the relevant time period, it failed to configure its digital properties to properly detect and honor consumers' opt-out preference signals.

39. As a result, for a portion of the relevant time period, Hertz failed to comply with consumers' requests to opt-out of sale/sharing of their personal information submitted through opt-out preference signals and continued to sell and share this personal information with multiple AdTech companies and data brokers. Each such sale or sharing of personal information violated section 1798.120(d) of the Civil Code, and sections 7025(c)(1) and 7026(f) of title 11 of the California Code of Regulations.

B. Hertz Failed to Notify Consumers How It Processes Opt-out Preference Signals

40. The CCPA requires businesses to provide consumers with a comprehensive description of the business' online and offline information practices, to inform consumers "about the rights they have regarding their personal information," and give consumers "information necessary for them to exercise those rights." Code Regs. tit. 11, § 7011(a). Businesses are required to provide this information through a privacy policy that is updated at least once every twelve months and posted online and accessible through a conspicuous link. *See* Civ. Code § 1798.130(a)(5); Code Regs., tit. 11, § 7011(d), (e)(2).

41. Privacy policies must inform consumers of their statutorily provided privacy rights, including their right to opt-out of the sale/sharing, and how to exercise those rights. *See* Code Regs. tit. 11, § 7011(e). Businesses operating online must also explain how an opt-out preference signal will be processed and how consumers can use an opt-out preference signal. *See id.* § 7011(e)(3)(F).

42. For a portion of the relevant time period, Hertz failed to address in its privacy policy how it processes opt-out preference signals and how consumers can use an opt-out preference signal, and thus, failed to provide notice to each consumer who visited Hertz's digital properties, in violation of section 7011(e)(3)(F) of title 11 of the California Code of Regulations.

C. Dollar.com's and Thrifty.com's "Manage Cookies" Method for Opting Out of Sale/Sharing Required an Additional Step

43. As demonstrated by the following screenshots, Hertz's digital properties include a link titled "Manage Cookies." That link opens a window that allows consumers to select their cookie preferences. Specifically, it provides consumers with the ability to accept or reject functionality cookies, performance cookies, and advertising cookies.

Figure 1: Dollar.com's "Manage Cookies" Window

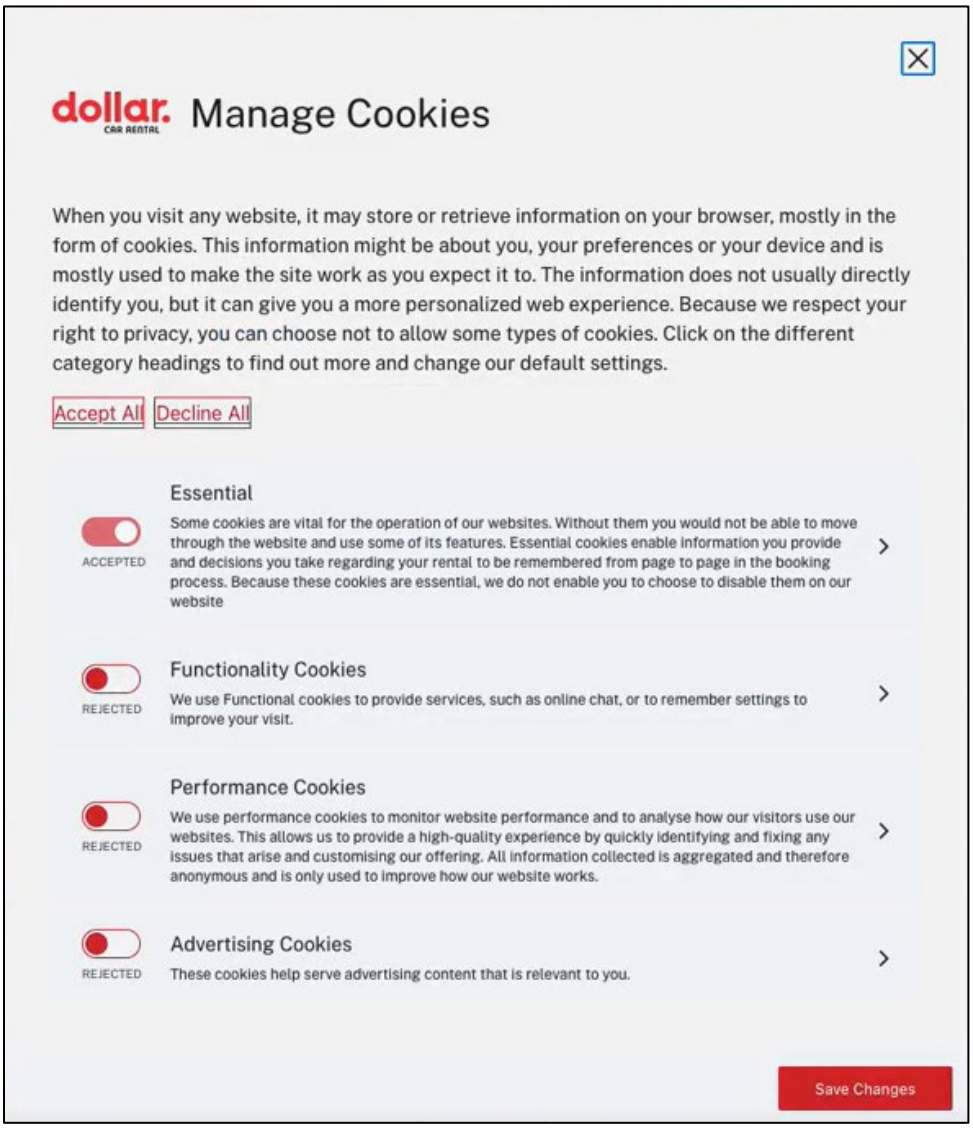
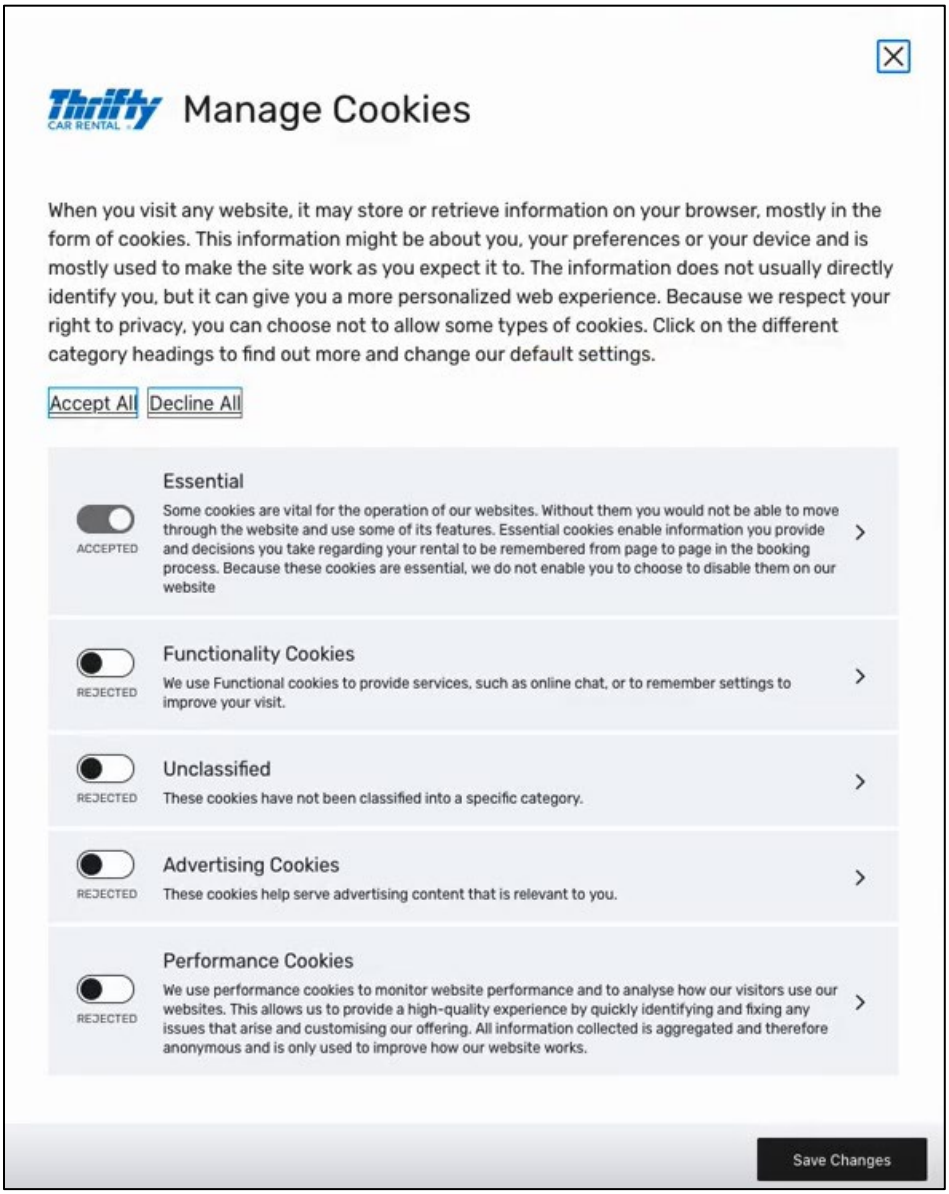


Figure 2: Thrifty.com's "Manage Cookies" Window



44. Advertising cookies include tracking technologies that facilitate the sale and sharing of personal information. Accordingly, rejecting or turning them off is one method by which Hertz allows consumers to exercise their right to opt-out of sale/sharing.

45. For a portion of the relevant time period, when consumers clicked the "Manage Cookies" link on the Dollar.com and Thrifty.com websites, the resulting window displayed toggles that indicated that all the cookies were turned off, as demonstrated by Figures 1 and 2 above.

46. However, if the consumer closed out of the window, such as by using the "X" at the top right of the window, without selecting "Save Changes," the settings would not hold. The settings reverted to the default settings, which allowed advertising cookies.

47. Under the CCPA, businesses are to design and implement methods for submitting CCPA requests and obtaining consumer consent that do not use interactive elements that are confusing to the consumer. *See* Code Regs., tit. 11, § 7004(a)(3)–(4). Further, toggles or buttons must clearly indicate the consumer's choice. *See id.* at § 7004(a)(3).

48. Because the preference window visually indicated that all cookies—including advertising cookies—were already turned off, the "Manage Cookies" method for opting out of the sale and sharing of personal information on Dollar.com's and Thrifty.com's websites did not clearly indicate whether any action was required to decline advertising cookies.

49. By requiring an additional and non-obvious step for consumer choice to take effect, Hertz used interactive elements and choice architecture that may have been confusing which would violate section 7004(a)(3)–(4) of title 11 of the California Code of Regulations.

V. CONTINGENCY

50. This Stipulated Final Order shall be contingent upon approval by the Board of the California Privacy Protection Agency ("Board"). Hertz understands and agrees that counsel for Complainant and the staff of the Agency may communicate directly with the Board and the staff of the Agency regarding this Stipulated Final Order, without notice to or participation by Hertz or its counsel. By signing the Stipulated Final Order, Hertz understands and agrees that it may not withdraw its agreement or seek to rescind the Stipulated Final Order before the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Order of Decision, the Stipulated Final Order shall be of no force or effect except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Agency shall not be disqualified from further action by having considered this matter.

VI. OTHER MATTERS

51. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Final Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals. The parties may execute this Stipulated Final Order in counterparts.

52. This Stipulated Final Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Final Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

53. In consideration of the foregoing stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Order of Decision:

VII. ORDER

IT IS HEREBY ORDERED that:

A. Monetary Provisions

54. In accordance with Civil Code § 1798.199.55, Hertz shall pay an administrative fine in the amount of one million five hundred fifty thousand dollars ($1,550,000.00). This payment shall be made to the California Privacy Protection Agency no later than sixty (60) days after the effective date of the Board's decision approving the Stipulated Final Order pursuant to written instructions to be provided by the Enforcement Division.

B. Non-Monetary Provisions

55. The obligations set forth in Section VII.B shall remain in effect for a period of three (3) years from the effective date of the Board's decision approving this Stipulated Final Order, provided that nothing in this Order relieves Hertz of any independent obligation to comply with the CCPA, including title 11, California Code of Regulations, sections 7025, 7026, 7053, and 7102 thereafter.

56. Hertz shall scan its Digital Properties, at least quarterly, to maintain a full and current inventory of tracking technologies that sell or share personal information. For the purposes of this section, Digital Properties means any Hertz.com, Thrifty.com, or Dollar.com domain, including any associated subdomains, and respective mobile applications, that are owned by Hertz. It does not include web pages that are taken offline or decommissioned by Hertz, even if they are temporarily accessible through caching or Internet archival services. For each of those tracking technologies, Hertz shall:

a. Maintain contracts that comply with Code of Regulations, title 11, section 7053(a)(1)–(6), with all third parties to which Hertz directly sells or shares personal information.

b. Maintain configurations on its Digital Properties to recognize and give full effect to consumer requests to opt-out of the sale or sharing of personal information conducted by Hertz, whether such requests are submitted through (1) an opt-out preference signal, such as the Global Privacy Control ("GPC"), or (2) through another method for submitting requests to opt-out of sale/sharing as required by the CCPA and Code of Regulations, title 11, section 7026(a). Hertz must ensure that its configurations:

   i. Comply with timing requirements set forth in Code of Regulations, title 11, section 7026(f). Specifically, Hertz must check to see if it has received the consumer's GPC signal before loading tracking technologies that sell or share personal information.

   ii. Implement documented instructions provided by any relevant service providers, contractors, or third parties, such as tag managers or consent management platforms, on how to configure

Hertz's Digital Properties to give full effect to consumer requests to opt-out of the sale or sharing of personal information. For example, for service providers or contractors, Hertz may need to send a restrictive or limited data usage flag to instruct the entity to only use personal information for service provider purposes.

c. Test the configurations on its Digital Properties in both staging and production environments at least quarterly, and whenever a new tracking technology is added to its Digital Properties, to ensure that consumers' requests to opt-out of the sale/sharing are given full effect. Testing should include, but not be limited to, reviewing network activity, tracking technology execution, storage writes, and system behavior before and after an opt-out request. Hertz shall test whether its configurations work correctly:

i. On all Digital Properties;

ii. For all tag management containers or profiles;

iii. On different browsers and mobile device platforms;

iv. For the full inventory of tracking technologies, including server-side and client-side technologies;

v. For both known and unknown consumers; and

vi. Under different circumstances, for example, whether the consumer uses GPC or Hertz's cookie banner settings to opt-out, for first-time website visitors without an existing consent state, or for consent preference changes

57. Hertz shall develop and maintain an internal review process for the onboarding of third parties with whom Hertz directly sells or shares personal information. Through this review process, Hertz shall ensure that it has entered into a contract that contains the relevant provisions required by the CCPA. This review process shall be designed to ensure that, for any tracking technology that facilitates the sale or sharing of personal information by Hertz, the configurations necessary to recognize and give full effect to consumer requests to opt out of such sales and sharing have been completed.

58. At least quarterly, Hertz shall test its methods for submitting CCPA requests to ensure that they are functioning properly.

59. Within one hundred eighty (180) days of the effective date of the Board's decision approving this Stipulated Final Order, and to the extent it has not already done so, and/or it is otherwise stipulated in this Order, Hertz shall review its practices for compliance with the CCPA.

60. Hertz shall not rely solely on the statements, documents, claims, or representations of any service provider or consent management platform it uses for CCPA

compliance and shall independently assess, at least twice per year, whether the service provider or consent management platform is appropriately responding to consumers' CCPA requests. That review shall include checking whether the service provider or consent management platform is responding to and processing CCPA requests within the time period required by the CCPA and whether the methods for submitting requests are designed to comply with Code of Regulations, title 11, sections 7002, 7004, 7020–7028, and 7060–7063.

61. Hertz shall annually post on its website the metrics described in Code of Regulations, title 11, section 7102. For requests to opt-out of sale/sharing, Hertz shall separately identify the number of requests that were received from an opt-out preference signal.

62. Unless otherwise specified and to the extent necessary, Hertz shall complete implementation of any process and system changes to effectuate the modifications required by this Stipulated Final Order within one hundred eighty (180) days after the effective date of the Board's decision approving it.

63. Each party shall bear its own attorneys' fees and costs.

VIII. ADDITIONAL GENERAL PROVISIONS

64. By entry of this Stipulated Final Order and following Hertz's compliance with all the terms set forth in paragraphs 54–63, the Agency releases Hertz from and against all claims the Agency has under the CCPA arising from the conduct set forth in the factual findings of this Stipulated Final Order.

65. Nothing in this Stipulated Final Order shall be construed as relieving Hertz of its obligations to comply with all applicable state and federal laws, regulations, or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

66. Hertz shall use reasonable efforts to notify its officers, directors, employees, agents, and contractors responsible for carrying out and effecting the terms of this Stipulated Final Order and the requirements therein.

67. Hertz agrees that the terms of this Stipulated Final Order are in the public interest and fair, adequate, and reasonable under all the circumstances.

68. Hertz admits the truth of the statements in paragraphs 1 to 5 and 24 to 29 of this Stipulated Order. Hertz otherwise neither admits nor denies the truth of the remaining factual findings in this Stipulated Final Order. Hertz does not admit liability for any violation of the CCPA, actual or alleged. Hertz agrees to be bound by the terms of this Stipulated Final Order.

69. Hertz waives the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the California Administrative Procedures Act, the California Code of Civil Procedure, or any other provision of law. By waiving such rights, Hertz consents to this Stipulated Final Order becoming final.

70. This Stipulated Final Order shall bind Hertz's subsidiaries, heirs, administrators, executors, successors, and transferees.

71. Notwithstanding paragraph 63, in the event the Agency prevails in seeking to enforce any term of this Stipulated Final Order, the Agency shall be entitled to an award of attorneys' fees and costs in its favor and against Hertz for the time spent and costs incurred in prosecuting such action.

72. Failure to complete the payment or comply with any terms of this Stipulated Final Order shall result in enforcement of the Order in the Superior Court of California.

73. Any notices and reports under this Stipulated Final Order shall be served by email as follows:

To the Complainant:

Deputy Director, Enforcement Division
California Privacy Protection Agency
400 R Street, Suite 350
Sacramento, CA 95811
ENF-processing@cppa.ca.gov

To the Respondent:

The Hertz Corporation
Attn: Melissa O'Boyle
8501 Williams Road
Estero, FL 33928
Melissa.oboyle@hertz.com

Winston Taylor LLP
Attn: Alessandra Swanson
300 N LaSalle Drive, Suite 4400
Chicago, IL 60654
alessandra.swanson@winstontaylor.com

74. Each person who signs this Stipulated Final Order in a representative capacity warrants that he or she is duly authorized to do so. Further, each party itself (a) acknowledges that such party has been advised by competent legal counsel in connection with the execution of this Stipulated Final Order, has read each and every paragraph of this Stipulated Final Order, and understands the respective rights and obligations set forth herein, and (b) represents that the commitments, acknowledgments, representations, and promises set forth herein are freely and willingly undertaken and given.

75. Hertz represents that this Stipulated Final Order is freely and voluntarily entered without any degree of duress or compulsion whatsoever.

IX. SIGNATURES

RESPONDENT
THE HERTZ CORPORATION

DATED: _____

BY: Christopher M. Murphy
CHRISTOPER M. MURPHY
Senior Vice President, Deputy General Counsel
The Hertz Corporation

AS TO FORM AND CONTENT:

ALESSANDRA SWANSON
Winston Taylor LLP

Attorneys for Respondent

October 16, 2026

COMPLAINANT
THE CALIFORNIA PRIVACY PROTECTION AGENCY
ENFORCEMENT DIVISION

DATED: _____

BY: _____
LARA KEHOE HOFFMAN
Acting Deputy Director of Enforcement

_____
LISA B. KIM
Attorney, Enforcement Division

_____
GARY LEE
Attorney, Enforcement Division

Attorneys for Complainant

October 16, 2026