

**IN THE UNITED STATES DISTRICT COURT  
IN THE MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

CASE NO. 6:13-CV-921-CEM-GJK

HEATHER VENERUS, individually  
and on behalf of all others similarly situated,

Plaintiff,

AVIS BUDGET CAR RENTAL, LLC  
and BUDGET RENT-A-CAR SYSTEM, INC.,

Defendants.

**PLAINTIFF'S UNOPPOSED MOTION FOR FINAL  
APPROVAL OF PROPOSED CLASS ACTION SETTLEMENT**

**I. CONCISE STATEMENT OF THE RELIEF SOUGHT**

Heather Venerus (Plaintiff), individually and on behalf of Class Members, respectfully requests that the Court preliminarily approve the proposed settlement described in detail in the Class Action Settlement Agreement and exhibits thereto (the “Settlement Agreement”), attached as Exhibit A to the Motion for Preliminary Approval (Dkt. No. 509-1) and incorporated herein by reference, and enter an Order of Final Approval and Judgment with the content of the proposed Order attached as Exhibit A hereto.

**II. STATEMENT OF THE BASIS FOR THE REQUEST**

The Parties reached the Settlement Agreement after ten years of litigation and following multiple mediations, include recent settlement discussions and negotiations supervised by mediator Rodney Max, as well as Magistrate Judge Irick. *See* McLaughlin on Class Actions § 6:7 (12th ed.) (“A settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion.”); *City Partnership Co. v. Atlantic Acquisition Ltd. Partnership*, 100 F.3d 1041, 1043 (1st Cir. 1996) (“When sufficient discovery has been provided and the parties have bargained at arms-length, there is a presumption in favor of the settlement.”).

The Parties have entered into the Settlement Agreement for the purpose of providing payment to Class members who submit a valid claim in the amount at least \$6.51, and up to \$7.46, per rental day, plus prejudgment interest, which, as set forth below, likely constitutes more than 100% of restitution damages that

could be recovered at trial and approximately 52.3%-59.9% of the most that could be recovered in expectation damages. As set forth herein, the terms of the proposed Agreement are eminently fair, reasonable, and adequate to Class Members, and Plaintiff respectfully submits this Court should preliminarily approve the Agreement and direct that Notice be provided to the Class.

### **III. MEMORANDUM OF LEGAL AUTHORITY**

#### **A. Background.**

This case involves allegations involving international-inbound tour voucher rentals in Florida, whose tour voucher included with the vehicle supplemental liability insurance (“SLI”) of \$1 million dollars. *See* Doc. 32. Plaintiff alleged alternative theories; first, that Avis Budget promised to procure a \$1 million SLI Policy issued by Ace American Insurance Company (“failure to procure” claim), and second, that Avis Budget contracted to directly insure the renters, which constitutes a felony and voids the contract (“contractual coverage” claim). Dkt. No. 509-2 at ¶ 8. Either way, the conduct, according to Plaintiff, constituted a breach of contract. This class action was filed to recover either the premiums paid by Plaintiff and Class Members for the SLI (restitution damages) or the amount constituting the market value of what Plaintiff and the Class should have received, i.e., the ACE Policy (expectation damages). *Id.* at ¶ 9.

#### **B. Litigation and Discovery History.**

As this Court is well aware, this class action has been hotly contested at every state. Motion practice included multiple motions to dismiss, multiple motions to

strike pleadings, eight motions to strike expert testimony, two separate cross-motions (and subsequent briefing) for summary judgment, numerous motions to compel, two motions for class certification, a motion to bifurcate trial, two motions for reconsideration of summary judgment, three motions to decertify the class, a motion for relief from judgment, briefing in the Eleventh Circuit regarding a Rule 23(f) petition, a motion for reconsideration of the order certifying the class and denying relief from judgment and to certify for interlocutory appeal, and an appeal from final judgment and of the order denying the motion for class certification. The case went to the eve of trial on three separate occasions—and all three times, the Parties filed the requisite pretrial statement, deposition designations, exhibit lists, motions in limine, jury instructions, and so forth. *Id.* at ¶¶ 15-30.

The parties took 21 depositions, including class representatives, corporate representatives, and expert witnesses. Plaintiff reviewed over 75,000 pages of documents, spreadsheets, and rate filings produced by Avis Budget or third parties, served seven sets of interrogatories, five sets of document requests, requests for admission, and multiple third-party requests. *Id.* at ¶¶ 11-13. Plaintiff also analyzed millions of lines of data involving well over 200,000 claimants. *Id.* at ¶ 12. On two separate occasions, Class Notice was provided to, in sum, approximately 260,000 renters. *Id.* at ¶ 26.

### **C. The Proposed Settlement for Benefits of \$33.956 million**

In the Settlement Agreement, Defendants agree to (1) pay up to \$33,956,613.00 in benefits to Settlement Class Members, such that (2) members

of the Settlement Class who submit a valid claim, as set forth in the Notice provisions of the Settlement Agreement, will receive at least \$6.51 per rental day, plus prejudgment interest, in damages, and up to \$7.46 per rental day, plus prejudgment, depending on whether (and in what amount) there are unclaimed funds following submission of claims. *Id.* at ¶¶ 38-40. As set forth below, this constitutes more than 100% of the full amount of restitution damages that could have been recovered at trial, and 52.3-59.9% of the full amount of expectation damages that could have been recovered at trial.

**1. Final Resolution of Case Presenting Issues and Theories of First Impression and Significant Risk of No Recovery.**

This settlement provides final resolution and significant relief concerning claims that present issues and theories of first impression. This is the only case and this Court the only court to address issues such as (1) whether a car rental company is permitted to contractually extend or provide third-party liability coverage to its renters, (2) whether a claimant who fails to receive a promised insurance policy can recover as damages the “market value” of that policy, or is instead limited to the amount, if any, paid as premiums, (3) whether a rental car company that promises to provide a rental car and to purchase an insurance policy but instead purports to directly pay any claims is materially breaching its contract if the renter is not involved in an accident and sustains no out-of-pocket loss resulting from the breach.

Plaintiff believes the claims are meritorious, that this Court’s summary judgment ruling as to liability was well-reasoned and correct, and that a jury could deliver a favorable verdict to Class members. But she concedes there is little to no authority on many of the major issues in this litigation, a jury very well may have found damages were nominal or nonexistent, and the Eleventh Circuit may have disagreed with this Court on its liability ruling in favor of Class members. This strongly supports the proposed settlement. *Id.* at ¶¶ 31-34.

**2. The Settlement Provides a Limited Release.**

The Settlement Agreement provides a narrow release of claims emanating from the tour voucher rental contracts at issue in this litigation. *Id.* at ¶ 44; Settlement Agreement at ¶ II(cc).

**3. The Settlement Provides for Robust Notice and Simple and Easy Claims Procedure.**

The Settlement provided a robust and substantive Notice plan: direct notice by either postal or email. The Notice contained simple, easy to understand language, as well as instructions on how to access an entirely pre-filled electronic claim form. The email notice enabled class members to “click through” to make a claim on the prefilled claim form on the settlement website, as well as a specific social media notice which ensured the best possibility chance Class members will receive actual notice even if their contact information is outdated. Phillips Decl. at ¶¶ 41-42. The Notices also informed Settlement Class Members of their right to (and how to) object to the Settlement terms. *Id.* at ¶ 45; *see also Braynen v.*

*Nationstar Mortg.*, LLC, 2015 WL 6872519, at \*18 (S.D. Fla. Nov. 9, 2015) (robust notice plan is evidence terms of settlement are fair and reasonable). This Court held such Plan “demonstrate[d] compliance with Rule 23...and the requirements of due process, and is the best notice that is practicable under all the circumstances.” Dkt. No. 511 at 16. The Parties have now implemented such Notice consistent with the Court’s Order, successfully providing Notice to over 230,000 Class Members. *See* Exhibit B.

The Parties also agreed to a streamlined, simple, and straightforward claims’ process. For the convenience of Class members, Avis Budget extracted information from its records to pre-fill information on the claim forms. *See Braynen v. Nationstar Mortg., LLC*, 2015 WL 6872519, at \*18 (S.D. Fla. Nov. 9, 2015). The Class members could then update (or confirm) the contact information such that the Settlement Administrator will be able to provide the payment to the correct location or account. No additional documentation was required other than an attestation that the information is correct to the best of their knowledge. Dkt. No. 509-2 at ¶ 42.

The claims process only requires the submission of a simple, almost entirely pre-filled form—and nothing else—for each Settlement Class member submitting a claim to receive payment from an entity with whom the Settlement Class member will be familiar and will quickly recognize. *See Wilson v. Everbank*, 2016 WL 457011, at \*9 (finding significant that class members need not submit any

additional evidence or documentation beyond merely “checking a box” which “should take no more than a few minutes for the average claimant to complete.”).

This type of settlement structure is regularly approved by courts in this Circuit. *See, e.g., Bastian v. United Servs. Auto. Ass’n*, 2017 U.S. Dist. LEXIS 180757 (M.D. Fla. Nov. 1, 2017); *Poertner v. Gillette Co.*, 618 Fed. Appx. 624 (11th Cir. 2015); *Cook v. Gov’t Emples. Ins. Co.*, 2020 U.S. Dist. LEXIS 111956 (M.D. Fla. Jun. 22, 2020); *Faught v. Am. Home Shield Corp.*, 668 F.3d 1233 (11th Cir. 2011); *Montoya v. PNC Bank, N.A.*, 2016 WL 1529902 (S.D. Fla. Apr. 13, 2016); *Braynen, LLC*, 2015 WL 6872519; *Hall v. Bank of Am., N.A.*, 2014 U.WL 7184039 (S.D. Fla. Dec. 17, 2014).

**4. Attorneys’ Fees and Costs and the Service Award are Reasonable and Within the Eleventh Circuit Benchmark.**

The proposed Settlement Agreement further provides that Class Counsel may make an application for fees and costs not to exceed \$8,925,000 in attorneys’ fees and costs and a Service Award of \$25,000.00 to the Named Plaintiff. In the concurrently filed Motion for Attorneys’ Fees and Costs, Plaintiff and Class Counsel demonstrate that this request is reasonable and comfortably within the range of reasonableness prescribed by the Eleventh Circuit.

**D. Settlement Class Certification Is Warranted.**

As explained in the Motion for Preliminary Approval, the Settlement is defined “as set forth in the Court’s Order granting class certification (Doc. 370), as amended pursuant to the parties’ Joint Notice to Amend the Class Definition.”

Agreement at Sec. I(hh). In amending Rule 23 in 2018, the Advisory Committee made clear that “[i]f the court has already certified a class, the only information ordinarily necessary is whether the proposed settlement calls for any change in the class certified, or of the claims, defenses, or issues regarding which certification was granted.” This Court previously held the Settlement Class satisfied the Rule 23 requirements. Dkt. No. 511 at 6-8. This remains true.

### **E. Final Approval Is Warranted.**

Consistent with the Eleventh Circuit’s strong preference for settlement, courts should approve class action settlements under Rule 23 so long as they are “fair, adequate, reasonable, and not the product of collusion.” *Levero v. SouthTrust Bank*, 18 F.3d 1527, 1530 (11th Cir. 1994). Rule 23(e)(2) specifies that settlements may be approved if the settlement class was adequately represented, the settlement was negotiated at arm’s length, and the relief provided is adequate (taking into account the risk of litigation, the method for processing claims, and agreements concerning attorneys’ fees). Fed. R. Civ. P. 23(e)(2). In the Eleventh Circuit, the Rule 23(e) analysis includes consideration of the holding in *Bennett v. Behring Corp.*, 737 F.2d 982 (11th Cir. 1984), which outlined factors relevant to determining whether a settlement is fair and reasonable:<sup>1</sup>

The existence of fraud or collusion; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of Plaintiffs’ success on the

---

<sup>1</sup> At the time *Bennett* set forth the standard for analysis of “fair, reasonable, and adequate” under Rule 23(e)(2), there were no textual factors guiding the analysis. In 2018, the Rule was amended to add the referenced textual factors.

merits; (5) the range of possible recovery; and (6) the opinions of the class counsel, representatives, and the substance and amount of opposition.

*-Id.* 1530 n.6 (cleaned up).

Moreover, absent evidence of collusion or fraud, a court “should be hesitant to substitute its own judgment for that of counsel.” *See Greco v. Ginn Dev. Co., LLC*, 635 Fed. Appx. 628, 632 (11th Cir. 2015) (quotation omitted).

**i. The procedural requirements are satisfied.**

The procedural requirements prescribed by Rule 23(e)(2) (arm’s length negotiations and adequate representation) and *Bennett* (lack of collusion) are easily satisfied here.<sup>2</sup> First, there was no fraud or collusion in the settlement. To the contrary, the settlement negotiations were conducted at arm’s length, and settlement was only reached following lengthy negotiations with assistance of an experienced and well-respected mediator, Rodney Max, as well as Magistrate Judge Irick.<sup>3</sup> Dkt. No. 509-2 at ¶¶ 35-36. Although settlement was not achieved at these conferences, the outline and contours of the settlement terms were put in place, and it was this structure that the Parties ultimately agreed to. *Id.* at ¶ 36. Moreover, settlement was only achieved after **ten years** of vociferous litigation,

---

<sup>2</sup> According to the Advisory Committee, the 2018 amendments to Rule 23(e)(2) can be categorized as “procedural factors” and “substantive factors”. *See* Fed. R. Civ. P. 23(e)(2), Committee Notes on Rules - 2018 Amendment. The “procedural” factors are 23(e)(2)(A)-(B), while the “substantive factors” are (c)(i)-(iv). *Id.*

<sup>3</sup> *See, e.g., Brna v. Isle of Capri Casinos Inc.*, 2018 U.S. Dist. LEXIS 26662, at \*4-5 (S.D. Fla. Feb. 20, 2018) (Rodney Max’s involvement “serves to reject any notion that a resulting settlement was the product of collusion.”); McLaughlin on Class Actions § 6:7 (12th ed.) (“A settlement reached after a supervised mediation receives a presumption of reasonableness and the absence of collusion.”).

including multiple appeals, a final judgment, and on the eve of trial after remand. *See Moulton v. United States Steel Corp.*, 581 F.3d 344, 351 (6th Cir. 2009) (accusation of collusion was belied by the fact that the parties had “litigated for almost four years before reaching a settlement agreement” with “numerous contested pretrial motions” and lengthy discovery). Again, this Court previously found that the record demonstrated the Agreement occurred at arm’s length. Dkt. No. 511 at 10. Nothing has changed since then.

Second, the Class was adequately represented by Ms. Venerus and Class Counsel. Fed. R. Civ. P. 23(e)(2)(A). This requirement—distinct from the “adequacy” requirement of Rule 23(a)(4) – was added in 2018 and addresses “whether class counsel and plaintiffs had an adequate information base before negotiating and entering into the settlement.” *Burrow v. Forjas Taurus S.A.*, No. 16-21606, 2019 U.S. Dist. LEXIS 151734, at \*23 (S.D. Fla. Sep. 6, 2019). This overlaps with the *Bennett* “stage-of- proceedings” factor. See, e.g., *Lipuma v. Am. Express Co.*, 406 F. Supp. 2d 1298, 1324 (S.D. Fla. 2005) (explaining that the *Bennett* “stage of proceedings” factor addresses whether the plaintiff “had access to sufficient information to adequately evaluate the merits of the case and weigh the benefits of settlement”); *see also Cook*, 2020 U.S. Dist. LEXIS 111956, at \*18 (agreeing that Rule 23(e)(2)(A) “adequacy” factor overlaps with the *Bennett* “stage of proceedings” factor).

This factor is easily satisfied here, as this Court previously confirmed. Dkt. No. 511 at 9-10. Plaintiff propounded and Defendants responded to extensive

discovery in this case. Plaintiff engaged in sophisticated data analysis, engaged numerous expert witnesses, sought information and analysis from the State, conducted sixteen depositions of corporate representatives, Defendants' experts, and other company witnesses concerning the claims processes, procedures, and data systems. Dkt. No. 509-2 at ¶¶ 11-14, 49-52. The Parties were on the verge of trial on three separate occasions and briefed a full appeal of the merits and class certification (including oral argument), as well as a Rule 23(f) petition. *Id.* at ¶¶ 15-30. In short, Plaintiff and Class Counsel fully litigated the case—for ten years—and gained a complete grasp and understanding of all issues in this litigation, such that they were well positioned to evaluate the benefits of the proposed Settlement versus continuing litigation. *See, e.g., Grant v. Ocwen Loan Servicing, LLC*, No. 3:15-cv-01376, 2019 U.S. Dist. LEXIS 14673, at \*14-15 (M.D. Fla. Jan. 29, 2019) (“Through...depositions, document production, and written discovery, Plaintiff and Class Counsel were able to” establish information base to satisfy Rule 23(a)(2) adequacy requirement); *Morgan v. Public Storage*, 301 F. Supp. 3d 1237, 1250 (S.D. Fla. 2016) (“stage of proceedings” factor weighed in favor of approval where “the case settled two days prior to trial, Class Counsel completed substantial briefing, prepared for trial, engaged in voluminous discovery, and reviewed thousands of anticipated trial exhibits”) (cleaned up).

As such, both Rule 23(e)(2) procedural requirements are met.

**ii. The Rule 23 substantive factors favor approval.**

As applied to the proposed Settlement, the Rule 23(e)(2)(C) factors addressing whether a settlement's terms are "adequate" favor granting final approval.

**1. Costs, Risks, and Delay**

The first factor is the "costs, risks, and delay of trial and appeal." Fed. R. Civ. P. 23(e)(2)(C)(i) Courts have held that this factor is analogous to first four *Bennett* factors: (1) likelihood of success, (2) range of potential recovery, (3) where on the range of potential recovery the amount to which Class Members are entitled falls, and (4) duration and length of litigation. *See Cook*, 2020 U.S. Dist. LEXIS 111956, at \*19-20). Thus, "[u]nder both Rule 23 and *Bennett*, courts should estimate the potential recovery if ultimately successful versus the risks of losing outright, and determine whether the relief provided comports therewith." *Id.* (citations omitted); *see also In re GSE Bonds Antitrust Litig.*, 414 F. Supp. 3d 686, 693 (S.D. N.Y. 2019) (in order to assess Rule 23(e)(2)(C)(i), courts should "forecast the likely range of possible class wide recoveries and the likelihood of success in obtaining such results").

Here, analysis of Rule 23(e)(2)(C)(i), consistent with the *Bennett* factors, clearly favors approval of the Settlement. First, the risk of continuing litigation was significant. While Plaintiffs successfully certified a class and secured summary judgment for the class as to liability, this Court found a triable issue as to whether Class Members sustained resulting damages. As with any trial, there is a real risk

that a jury could find that Class members sustained nominal or no damages—Avis Budget maintains that its defenses are meritorious, that renters sustained no out-of-pocket loss and that it would have paid for any claim had they been submitted, that it did not price the coverage into the tour codes and thus there are no premiums to be restituted, and the State of Florida has implicitly condoned the practice. Moreover, absent settlement, Avis Budget intends on appealing both class certification and the summary judgment ruling as to liability—and if either are overturned, Class members would receive nothing.

Given this real risk of no recovery, the benefits obtained are substantial: Class members who submit a valid claim will receive at least \$6.51 per rental day, and up to \$7.46 per rental day, plus interest. Plaintiff sought alternative remedies of restitution damages and expectation damages. As for restitution, Defendants' document production included the pricing of rate codes during various time frames and for specific locations. Dkt. No. 509-2 at ¶ 50. These pricings identified various inclusions, making it possible to control all variables such that the pricing can be compared where everything is equal, except that one price includes SLI and the other does not. *Id.* at ¶¶ 50-51. Doing so demonstrated Avis Budget generally charged \$5.00 for the SLI. *Id.* at ¶¶ 51-52.

Because restitution is measured as a return of the benefit conferred—here, the amount paid—by the nonbreaching party, the Settlement's benefits constitute more than 100% of the damages that could have been recovered at trial in restitution damages. This is particularly notable because, although Plaintiff did

seek alternative remedies, she often pointed to the “universal rule that a breach of contract to procure insurance entitles the non-breaching party to a refund of premiums.” Dkt. No. 415 at 15. This is a restitution measure—meaning the Settlement provides more than 100% of what likely could have been recovered at trial under what was almost certainly going to be the measure of damages, i.e., restitution. *See Lee v. Ocwen Loan Servicing, LLC*, 2015 U.S. Dist. LEXIS 121998, at \*7 (S.D. Fla. Sep. 14, 2015) (settlements providing “near- complete relief to class members on a claims-made basis” are an “extraordinary result”).

As for expectation damages, the most that could have been recovered—the amount Plaintiff sought—is \$12.44 per rental day. *Id.* at ¶ 54. The Settlement benefits, then, constitute either 52.3% (if \$6.51 per rental day) or 59.9% (if \$7.46 per day) of the most that could have been recovered in expectation damages. It is worth noting, however, that while Plaintiff sought \$12.44 per day because it is the Policy’s stated rate, ACE’s rate filings listed the rate as \$9.95, and that ACE could decrease that amount by 25%. *Id.* at ¶ 55. Reducing the \$9.95 rate by 25% amounts to \$7.46. Arguably, then, if Class members receive \$7.46 per day, that would constitute 100% of what may be the likelier damages even under expectation damages. *Id.* at ¶¶ 54-57.

Given the significant risk of no recovery (or recovery of less than best-case damages), this factor weighs in favor of approval whether measured as more than 100% or as 52.3% or somewhere in between. *See, e.g., Fowler v. Wells Fargo Bank, N.A.*, 2018 WL 4003286, at \*6 (N.D. Cal. Aug. 22, 2018) (11.2% of potential

damages for class members is sufficient given risks of litigation); *Sullivan v. DB Investments, Inc.*, 667 F.3d 273, 324 (3rd Cir. 2011) (affirming settlement that “represented [as little as] 10.93%” of the damages recoverable at trial); *Detroit v. Grinnell Corp.*, 495 F.2d 448, 455 (2nd Cir. 1974) (affirming settlement representing 12% of damages and noting that “there is no reason, at least in theory, why a satisfactory settlement could not amount to a hundredth or even a thousandth part of a single percent of the potential recovery”); *In re Lorazepam & Clorazepate Antitrust Litig. V. Mylan Labs.*, 205 F.R.D. 369, 395–6 (D. D.C. 2002) (15%-30%). Given the significant risk inherent to cases, like this one, raising issues of first impression for which there is little guidance, the benefits here are impressive. *See generally Paschall v. Altacare Corp.*, 2017 U.S. Dist. LEXIS 235829, at \*13 (S.D. Ga. Oct. 26, 2017) (“[T]he legal claims asserted involve unsettled questions of fact and law, which discount the likelihood of success on the merits while simultaneously bolstering the attractiveness of compromise.”). As such, the Rule 23(e)(2)(C)(i) factors weights in favor of granting final approval of the proposed Settlement.

## **2. Method for Distributing Relief**

The second factor is the method for “distributing relief” and “processing class-members claims.” Fed. R. Civ. P. 23(e)(2)(C)(ii). The Advisory Committee explained that courts should take note of whether the claims submission process is “unduly demanding.” Fed. R. Civ. P. 23(e)(2)(C), Committee Notes on Rules - 2018 Amendment. This factor also favors approval because the claims’ process, far

from being “unduly demanding,” was in fact extremely simple, streamlined, and straightforward. Defendants extracted information from its claim records to pre-fill the claim forms, and, to submit a valid claim, Class Members were required merely to sign an attestation confirming the prefilled information was correct, select a payment option, and provide the account or mailing information depending on the payment option selected. Dkt. No. 509-2 at ¶¶ 41-42; *see also Wilson*, 2016 WL 457011, at \*9 (finding significant that class members need not submit any additional documentation such that the claim process “should take no more than a few minutes for the average claimant to complete”). The Eleventh Circuit has made clear that even where a class member must actively fill out a one-page form to submit a claim, such process is not overly burdensome. *See Hanley v. Tampa Bay Sports & Entm't LLC*, NO. 8:19-CV-00550, 2020 U.S. Dist. LEXIS 89175, at \*7 (M.D. Fla. Apr. 23, 2020) (citing *Poertner*, 618 F. App’x at 628). Here, even that is not required.

The well-settled law in the Eleventh Circuit is that a claims-made settlement does not impact the fairness of a settlement. *See, e.g., Bastian v. United Servs. Auto. Ass’n*, No. 3:13-cv-145, 2017 U.S. Dist. LEXIS 180757 (M.D. Fla. Nov. 1, 2017) (approving claims-made settlement in class action concerning total-loss vehicles); *Poertner*, 618 Fed. Appx. 624 (confirming approval of class settlement with less than 1% claims rate); *Hamilton v. SunTrust Mortg. Inc.*, 2014 WL 5419507, at \*6 (S.D. Fla. Oct. 24, 2014) (a claims-made structure does not impact the “fairness, reasonableness, or adequacy of proposed settlement”); *Montoya v. PNC Bank*,

N.A., 2016 WL 1529902 (S.D. Fla. Apr. 13, 2016); *Hall v. Bank of Am., N.A.*, 2014 WL 7184039 (S.D. Fla. Dec. 17, 2014). And this law is confirmed by the 2018 amendments, where the Rules Committee noted that the claiming process should not be “unduly burdensome.” Obviously, this presupposes that a claiming process itself can be proper. Importantly, Avis Budget asserted it would not settle the claims absent the claims-made structure, which can be an important factor in the analysis. *See, e.g., Cook*, 2020 U.S. Dist. LEXIS 111956, at \*24 (holding that fairness and reasonableness of claims-made settlement is buttressed by the fact that “Defendants asserted they would not have settled the case on a direct pay model, and would have appealed this matter to the Eleventh Circuit”); *Casey v. Citibank, N.A.*, 2014 WL 4120599, at \*2 (N.D. N.Y. Aug. 21, 2014) (while direct payment may result in more class members receiving some payment, “there is no reason to believe the defendants would agree to such terms” and thus the feasibility of direct payment “is irrelevant”).<sup>4</sup>

Indeed, it is questionable whether a direct-pay model was even feasible here. Given the age of the data—stretching from almost fourteen years old to more than seven years old, and with most of the class members residing in the E.U. or the

---

<sup>4</sup> Moreover, even if Defendants had been willing to settle on a direct-pay model, this would surely have meant significantly less payment amount per class member. Plaintiff and Class Counsel do not necessarily believe such a diminished settlement would have been fairer to class members. *See In re Cendant Corp. Litig.*, 264 F.3d 201, 250-51 (3d Cir. 2001) (explaining that a defendant can offer a higher percentage recovery in a claims-made class settlement). As the Southern District cogently explained, “[n]egotiating for a smaller amount to go to Class Members would, in effect, unfairly reward some Class Members for their own indifference at the expense of those who would take the minimal step of returning the simple Claim Form to receive the larger amount.” *Lee v. Owen Loan Servicing, LLC*, 2015 WL 5449813, at \*18 (S.D. Fla. Sep. 14, 2015).

U.K, where privacy limitations may impede ascertaining updated contact information and addresses via third-party databases—it is difficult to see how Class members could be sent a payment without at least updating or confirming any contact information. *See* 4 William B. Rubenstein, *Newberg on Class Actions* § 12:18 (5th ed. 2011) (noting that “a claiming process is inevitable” in certain settlements such as when where “the defendant has records, but is uncertain of their accuracy.”). In any event, Plaintiff respectfully submits the proposed Settlement yielding greater relief than likely could have been secured at trial while eliminating the significant risk of no recovery was in the best interests of the Class.

### **3. Attorneys’ Fees Terms**

The next factor is the “terms of any proposed award of attorney’s fees[.]” Fed. R. Civ. P. 23(e)(2)(C)(iii). Whether the attorneys’ fees are reasonable on their own terms is a Rule 23(h) analysis and is addressed in the concurrently filed fee application, while Rule 23(e)’s concern is whether the attorneys’ fees impacted the terms of the Settlement. *See Cook*, 2020 U.S. Dist. LEXIS 111956, at \*24 (Rule 23(e)(2)(C)(iii) analysis “is distinct from the Rule 23(h) analysis...and instead addresses if and how the attorneys’ fees impacted the [Settlement].”). Said another way, Rule 23(h) addresses whether the attorneys’ fees are independently reasonable, while Rule 23(e)(2)(C)(iii) addresses whether the attorneys’ fees agreement impacts the fairness of the **Settlement** terms.

This factor also favors settlement. First, attorneys’ fees were not negotiated until after agreement on all other settlement terms. *See Garst v. Franklin Life Ins.*

Co., No. 97-C-0074-S, 1999 U.S. Dist. LEXIS 22666, at \*81-82 (N.D. Ala. Jun. 25, 1999) (fee and costs agreement “between plaintiffs and defendants in class actions are encouraged, particularly where the attorneys’ fees are negotiated separately and only after all terms of the settlement have been agreed to”) (citations omitted); *Gutierrez v. Coco Baleadas Corp.*, No. 1:18-cv-2142, 2018 U.S. Dist. LEXIS 228018, at \*1-2 (S.D. Fla. Aug. 30, 2018) (When “the attorneys’ fees are negotiated separately and after settlement of” class member claims, “[c]ourts generally approve the settlement”). Second, the fees awarded will almost certainly have no impact on payments made to eligible Class Members—in other words, payments to Class Members will not be reduced or impacted at all irrespective of the attorneys’ fees award. *See Grant v. Ocwen Loan Servicing, LLC*, No. 3:15-cv-01376, 2019 U.S. Dist. LEXIS 14673, at \*20 (M.D. Fla. Jan. 29, 2019) (“The fact that class member relief is not conditioned on any amount of attorneys’ fees being awarded by the Court further supports the adequacy and fairness of this Settlement.”); *Junior v. Infinity Ins. Co.*, 2021 U.S. Dist. LEXIS 82860 (M.D. Fla. Apr. 29, 2021) (noting that Rule 23(e)(2)(C)(iii) supported settlement because attorneys’ fees would not “reduce or impact payments to Class Members”).<sup>5</sup>

#### **4. Equitable Treatment**

The final factor is whether a proposed settlement treats class members equitably vis-a-vis each other. *See Fed. R. Civ. P. 23(e)(2)(D)*. Here, every Class

---

<sup>5</sup> Rule 23(e)(2)(C) also requires the Parties to identify any other agreements made concerning the Settlement not set forth in the proposed Settlement Agreement. No such side agreements have been made here.

Member is treated identically because they received the same Notice and the same Claim forms; moreover, while the amount of damages might vary (because the length of the rental period varies), the measure of damages is the same. *See Amin v. Mercedes-Benz USA, LLC*, No. 1:17-cv-01701, 2020 U.S. Dist. LEXIS 167395, at \*6 (N.D. Ga. Sep. 11, 2020) (class members treated equitably under Rule 23(e)(2)(D) because Settlement provided “same sliding scale of reimbursement” to all class members). Moreover, the scope of the release is extremely narrow and is tailored to the precise claims for which Infinity is providing relief, Dkt. No. 509-1 at Sec. I(cc) (defining Released Claims) and it is identical as to all Class Members. *See* Rule 23(e)(2)(D), Committee Notes on Rules - 2018 Amendment (instructing courts evaluating Rule 23(e)(2)(D) to consider the extent to which “the scope of the release may affect class members in different ways”).

The Release applies identically to all members of the Class. *See McWhorter*, 2019 U.S. Dist. LEXIS 232149, at \*33-34 (noting that critical to Rule 23(e)(2)(D) is whether the release in practice is equitable concerning class members). Importantly, there is no general release of claims against Avis Budget, which class members theoretically may have to varying levels of merit; instead, the Release is limited to the specific claim for which recovery is provided. *See Burrow*, 2019 U.S. Dist. LEXIS 151734, at \*29-30 (holding that Rule 23(e)(2)(D) favored approval because “[t]he Settlement contemplates a release specific to the subject matter addressed in this Action...and does not contemplate a general release of any and all claims [] against these Defendants.”). This factor favors approval.

**iii. The remaining *Bennett* factors favor approval.**

As set forth above, the first four *Bennett* factors are subsumed within the textual Rule 23(e) factors. The two remaining factors not subsumed within Rule 23—opposition to the settlement and the opinions of the Class Representatives—also favor approval of the Settlement. First, out of more than 260,000 Class Members, not a single Class Member has lodged an objection. Exh. B at ¶ 18. This lack of any opposition is strong evidence that the Settlement terms are fair, adequate, and reasonable. *See Morgan v. Public Storage*, 301 F. Supp. 3d 1237, 1252 (S.D. Fla. 2016) (only one objection indicates strong satisfaction with settlement).<sup>6</sup>

Second, it is the reasoned opinion of Class Counsel, experienced in complex class action litigation, that settlement is in the interest of the Class, and eliminates the risk of proceeding with this litigation. Dkt. No. 509-2 at ¶¶ 31-34, 49-62. Based on their evaluation, Plaintiff and Class Counsel have determined that the terms and conditions of the Settlement Agreement are fair, reasonable, and in the best interests of the Class. *See generally Junior*, 2021 U.S. Dist. LEXIS 82860, at \*10 (finding, inter alia, that “the opinions by Class Counsel, who are experienced class-action litigators, that the Settlement is in the best interests of the Settlement Class Members supports approval of the Settlement”); *Cotton v. Hinton*, 559 F.2d 1326,

---

<sup>6</sup> Class Members have until November 5, 2022 to file an objection or opt out. Plaintiff will immediately provide a Notice informing this Court that either no objections were lodged or the amount, if any, which will be five days prior to the scheduled Hearing.

1330 (5th Cir. 1977) (“[T]he trial judge, absent fraud, collusion, or the like, should be hesitant to substitute its own judgment for that of counsel.”).

### **CONCLUSION**

Plaintiff respectfully requests that the Court grant Final Approval of the proposed settlement, and enter an Order of Judgment that grants final approval of the Settlement Agreement and final judgment with the content of the proposed Order attached as Exhibit A hereto.

Dated: October 21, 2022.

Respectfully submitted,

/s/ Jake Phillips

Jacob Phillips, Esq.

Florida Bar No.: 0120130

Edmund A. Normand, Esq.

Florida Bar No.: 0865590

Amy L. Judkins, Esq.

Florida Bar No.: 0125046

**NORMAND PLLC**

3165 McCrory Place, Ste. 175

Orlando, FL 32803

[jacob.phillips@normandpllc.com](mailto:jacob.phillips@normandpllc.com)

[ed@ednormand.com](mailto:ed@ednormand.com)

[amy.judkins@normandpllc.com](mailto:amy.judkins@normandpllc.com)

Christopher J. Lynch, Esq.

Florida Bar No.: 331041

**CHRISTOPHER J. LYNCH, P.A.**

6915 Red Road, Suite 208

Coral Gables, FL 33143

[clynch@hunterlynchlaw.com](mailto:clynch@hunterlynchlaw.com)

[lmartinez@hunterlynchlaw.com](mailto:lmartinez@hunterlynchlaw.com)

*Attorneys for Plaintiff, Heather Venerus  
& the Class*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 21<sup>st</sup> day of October, 2022, a true and correct copy of the foregoing has been served via e-mail upon all counsel on the attached Service List.

*/s/ Jake Phillips*

---

Jacob Phillips, Esq.  
Attorney for Plaintiff

**SERVICE LIST**

Robert T. Wright, Jr., Esq.  
Irene Oria, Esq.  
**FISHERBROYLES, LLP**  
199 E. Flagler St., #550  
Miami, Florida 33131  
E-mail: [robert.wright@fisherbroyles.com](mailto:robert.wright@fisherbroyles.com)  
E-mail: [irene.oria@fisherbroyles.com](mailto:irene.oria@fisherbroyles.com)

Philip E. Glatzer, Esq.  
**MARLOW ADLER ABRAMS  
NEWMAN & LEWIS**  
4000 Ponce de Leon Blvd., Suite 570  
Coral Gables, Florida 33146  
E-mail: [pglatzer@marlowadler.com](mailto:pglatzer@marlowadler.com)

William P. Donovan, Jr. (admitted *pro hac vice*)  
**MCDERMOTT WILL & EMERY LLP**  
2049 Century Park East, Suite 3200  
Los Angeles, CA 90067-3206  
Tel: (310) 788-4121  
Fax: (310) 317 7218  
[wdonovan@mwe.com](mailto:wdonovan@mwe.com)

***Counsel for Defendants  
Avis Budget Car Rental, LLC and  
Budget Rent A Car System, Inc.***

# **EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
IN THE MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

CASE NO. 6:13-CV-921-CEM-GJK

HEATHER VENERUS, individually  
and on behalf of all others similarly  
situated,

Plaintiff,

AVIS BUDGET CAR RENTAL, LLC  
and BUDGET RENT-A-CAR SYSTEM, INC.,

Defendants.

**[PROPOSED] FINAL ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS SETTLEMENT**

WHEREAS, Plaintiff Heather Venerus, individually and as Class Representatives on behalf of a proposed Settlement Class, and Defendants Avis Budget Car Rental, LLC and Budget Rent-A-Car System (collectively, “Defendants” or “Avis Budget”), acting by and through their respective counsel, have agreed, subject to Court approval, to settle this Action upon the terms and conditions stated in the Class Action Settlement Agreement filed with the Court on January 14, 2022 (the “Agreement”);

WHEREAS, this Court previously granted preliminarily approval of the Settlement Agreement on July 5, 2022, including the attachments thereto, directed that Notice be provided in accordance with the terms of the settlement thereby providing Class Members the opportunity to evaluate the terms of the settlement and to submit a claim or object thereto;

WHEREAS, this Court ordered that Mailed Notice, Claim Forms, and Emailed Notices, and Social Media Notice, in the forms attached to the Settlement Agreement, be directed to Class Members pursuant to the terms of the Settlement Agreement;

WHEREAS, the Parties have satisfactorily demonstrated that the Notice plan was completed in accordance with the terms of the Settlement Agreement and with this Court's directive;

WHEREAS, this Court has fulfilled its duty to independently evaluate the fairness, reasonableness, and adequacy of the Agreement and Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards by considering not only the filings and arguments of Plaintiffs, Class Counsel, and Defendants, but also by independently evaluating the Agreement and Class Counsel's Motion for Fees, Costs, and Service Awards;

WHEREAS, by performing this independent analysis of the Motion for Final Approval and Class Counsel's Motion for Attorneys' Fees, Costs, and Service Awards, the Court considered and protected the interests of all absent Settlement Class Members under Fed. R. Civ. P. 23;

WHEREAS, the Notice Plan advised Settlement Class Members of the method by which a Settlement Class Member could properly file objections and request to be heard at the Fairness Hearing;

NOW, THEREFORE, based upon the Agreement, all the files, records, and proceedings herein, statements of counsel, including the Motion for Final Approval and the Motion for Attorneys' Fees, Costs, and Service Awards and the declarations affixed thereto, this Court finds and concludes as follows:

1. The Agreement (including its Exhibits) is hereby incorporated by reference in this Order, and all terms defined in the Agreement will have the same meanings in this Order.
2. This Court possesses jurisdiction over the subject matter of this Action and over all Parties to this Action, including the Named Plaintiffs and all Settlement Class Members.
3. On July 5, 2022, this Court entered an Order preliminarily certifying the Settlement Class and found that the negotiations leading to the Agreement occurred at arm's length, there was sufficient discovery in this case prior to settlement, and the proponents of the settlement were experienced in similar litigation. The Court preliminarily approved the Agreement (including Exhibits), and found the Proposed Settlement was fair, reasonable, and adequate to warrant providing notice to the Settlement Class.
4. This Court previously certified a Class in this action, Dkt. No. 370, and the Parties proposed a Settlement Class that is defined, with some immaterial alterations, essentially the same as the Class previously certified by this Court. This Court preliminarily certified a Settlement Class defined as:

All individuals who (1) rented an Avis or Budget vehicle in the State of Florida after June 12, 2008 and before January 1, 2016, pursuant to a prepaid voucher, and (2) whose Rental Receipt contained the notation "SLI .00/Day Accepted" or "ALI .00/Day Accepted. Excluded from the Class are all such renters who have been involved in accidents and who have outstanding claims for liability or uninsured/underinsured motorist coverage, as well as all such renters whose liability or uninsured/underinsured motorist claims have been paid by Defendants.

5. Also excluded from the Settlement Class are (1) the trial judge presiding over this case; (2) Defendants, as well as any parent; subsidiary, affiliate, or control person of Defendants, and the officers, directors, agents, servants or employees of Defendants; (3) any of the Released Persons; (4) the immediate family of any such person(s); (5) any Settlement Class Member who has timely opted out of or requested exclusion from the Settlement after either of the previous Notices and opportunity to opt out were provided; and (6) Class Counsel, their employees and agents, and their immediately family.
6. The Court hereby reaffirms this definition of the Settlement Class for purposes of this Final Order and Judgment and certifies this Action, for settlement purposes only, as a Class Action. For the reasons set forth in this Court's Order Granting Class Certification (Dkt. No. 370), for purposes of settlement, the Settlement Class as defined above is adequately defined and clearly ascertainable, and record evidence demonstrates the numerosity, commonality, typicality, and adequacy requirements are satisfied, the common questions of law and fact predominate over any individual questions, and class treatment is superior to any other method of adjudication.
7. Having demonstrated Article III standing and adequacy under Rule 23(a)(4), Heather Venerus is appointed representative of the Settlement Class. Having also demonstrated adequacy under Rule 23(a)(4), the following attorneys are appointed as counsel for the Settlement Class ("Class Counsel"):

Edmund Normand, Esq.  
Normand PLLC  
3165 McCrory Place, Suite 175  
Orlando, FL 32803

Telephone: (407) 603-6031  
Facsimile: (888) 974-2175  
Ed@ednormand.com

Jacob Phillips, Esq.  
Normand PLLC  
3165 McCrory Place, Suite 175  
Orlando, FL, 32803  
Telephone: (407) 603-6031  
Facsimile: (888) 974-2175  
Jacob.phillips@normandpllc.com

Christopher J. Lynch  
Christopher J. Lynch, P.A.  
6915 Red Road, Suite 208  
Coral Gables, Florida 33143  
Telephone: (305) 443-6200  
Facsimile: (305) 443-6204  
[clynch@hunterlynchlaw.com](mailto:clynch@hunterlynchlaw.com)

8. Avis Budget maintains all defenses to certification and this Order shall not be used as evidence or be interpreted in any way to be relevant to whether a litigation class should have been certified for class treatment.
9. On July 5, 2022, the Court approved the Notice Plan and directed the Notices and Claim Forms be sent to the Persons described, and in the manner set forth, in the Agreement, including the procedures set forth for Notices that are returned as undelivered or due to an incorrect current address.
10. On October 21, 2022, the Parties provided evidence that the Notices and the settlement website, which informed members of the Settlement Class of the terms of the Proposed Settlement, and of their opportunity to object to the terms of the Agreement, were disseminated and posted in accordance with the Preliminary Approval Order.

11. Based upon review of the evidence submitted and arguments of counsel, the Court finds and concludes that the notice provided to potential Settlement Class Members (i) was the best practicable notice under the circumstances; (ii) was reasonably calculated to apprise Settlement Class Members of the pendency of the Action and of their right to object to the Proposed Settlement and to appear at the Fairness Hearing; and (iii) was reasonable and constituted due, adequate, and sufficient notice to all Persons entitled to receive notice. *See* Fed. R. Civ. P. 23(c)(2).
12. Accordingly, the Notice Plan as disseminated is finally approved as fair, reasonable, and adequate. The Court finds and concludes that due and adequate notice of the pendency of the Agreement was provided to Settlement Class Members, and the Court finds and concludes that the notice program set forth in the Preliminary Approval Order and completed by the Parties complied with the requirements of Fed. R. Civ. P. 23, and the requirements of due process under the Florida and United States Constitutions.
13. The Court further finds that the Class Action Fairness Act Notice provided by the Settlement Administrator on behalf of GEICO complied with 28 U.S.C. § 1715(b). None of the numerous agencies to which notice was given under the Class Action Fairness Act objected to the settlement, which supports the fairness and reasonableness of the settlement. *See, e.g., Hamilton v. SunTrust Mortg, Inc.*, No. 13-60749, 2014 U.S. Dist. LEXIS 154762, at \*4 (S.D. Fla. Oct. 24, 2014) (where “not a single state attorney general or regulator submitted an objection,” finding that “such facts are overwhelming support for the settlement”).

14. The Court finds that the negotiations leading to the Agreement occurred at arm's length, there was sufficient discovery in this case prior to settlement, and that the Agreement is fair, reasonable, and adequate to Settlement Class Members.
15. The settlement of the Action, based on the terms and conditions set forth in the Settlement Agreement, is approved as fair, reasonable, adequate, and in the best interest of the Settlement Class, particularly given the benefits conferred on the Settlement Class compared to the costs and risks of continued prosecution and appeal of this complex class action litigation.
16. Because this Circuit expresses a strong preference towards settlement of class litigation, if compliant with the requirements of Rule 23, courts should approve class settlement if the terms are "fair, adequate, reasonable, and not the product of collusion." *Leverso v. SouthTrust Bank*, 18 F.3d 1527, 1530 (11th Cir. 1994). Under Rule 23(e)(2), settlements may be approved if the Class was adequately represented and the settlement was negotiated at arm's length, and if the relief provided is adequate under the factors outlined in Rule 23(e)(2)(C). The Court finds that these factors are present here.
17. Rule 23(e)(2) was amended in 2018 to add the textual factors addressing the adequacy of the terms of a Settlement Agreement. The Advisory Committee was clear that while it intended to "focus the court and the lawyers on the core concerns" or "central concerns" of Rule 23, it did not intend to "displace" the various circuits' governing law on approval of class action settlements. Fed. R. Civ. P. 23(e)(2) Committee Notes on Amendment – 2018. Thus, the Eleventh Circuit's prescription of the factors that courts should consider when evaluating the fairness and adequacy of settlement terms in

*Bennett v. Behring Corp.*, 737 F.2d 982 (11th Cir. 1984) remain relevant, particularly to the extent not encompassed by the Rule 23(e)(2)(C) factors.

18. The factors prescribed in *Bennett* are “(1) the likelihood of success at trial; (2) the range of possible recovery; (3) the point on or below the range of possible recovery at which a settlement is fair, adequate and reasonable; (4) the complexity, expense and duration of litigation; (5) the substance and amount of opposition to the settlement; and (6) the stage of proceedings at which the settlement was achieved.” *Id.* at 986.

19. Upon consideration of the factors outlined both in Fed. R. Civ. P. 23(e) and *Bennett*, this Court finds that the Settlement terms are fair, reasonable, and adequate.

**NOW, THEREFORE, IT IS ORDERED AND ADJUDGED THAT**

20. The Court possesses jurisdiction over the subject matter of this Action and to approve the Agreement, and has personal jurisdiction over all Settlement Class Members. The Motion for Final Approval of Class Action Settlement is **GRANTED**.

21. The Court finds that all requirements for certification of a settlement class under Rule 23 of the Federal Rules of Civil Procedure have been met and certifies the Settlement Class for settlement purposes only.

22. The Court finds that the terms of the Agreement are fair, reasonable, and adequate, consistent with the requirements of due process, and in the best interests of the Settlement Class. All provisions and terms of the Agreement are finally approved in all respects, and the Parties are directed to consummate the Agreement in accordance with its terms.

23. The Court finds that Class Counsel and the Named Plaintiffs adequately, appropriately, and fairly represented and protected the interests of the Settlement Class for the purposes of entering into and implementing the Proposed Settlement, and reconfirms its appointment of the Class Representatives and Class Counsel as set forth above.
24. Settlement Class Members are bound by this Final Order and Judgment and by the Agreement, including the Release provided for in the Agreement and this Final Order and Judgment.
25. This Action is dismissed in its entirety on the merits, with prejudice and without leave to amend, and without fees or costs except as expressly provided in this Final Order and Judgment.
26. Upon the entry of this Final Order and Judgment, each Settlement Class Member (except those who have been excluded by the Court), as well as their heirs, estates, trustees, executors, administrators, principals, beneficiaries, representatives, agents, assigns, and successors, and/or anyone claiming through them or acting or purporting to act for them or on their behalf, regardless of whether they have submitted a Claim Form, shall be conclusively deemed to have fully released and discharged all Released Claims against all Released Parties as defined and set forth in the Settlement Agreement.
27. No Persons other than Defendants, Defendants' counsel and clerical/administrative personnel employed by them, Class Counsel and clerical/administrative personnel employed by Class Counsel, the Settlement Administrator, the Neutral Evaluator and any clerical/administrative personnel employed by him, and such other Persons as the

- Court may order, after hearing on notice to all counsel of record, shall be allowed access to any Confidential Information, as defined and set forth in the Settlement Agreement. Class Counsel shall return to Defendants all Confidential Information within the timing of and as set forth in the terms of the Settlement Agreement.
28. This Final Order and Judgment incorporates and adopts the remaining terms of the Settlement Agreement, including, but not limited to, all provisions related to admissibility of the Settlement Agreement, payment of claims timely and properly submitted, and jurisdiction to enforce the terms of the Settlement Agreement.
29. Plaintiffs request that the Court approve attorneys' fees of \$8,525,000.00 and costs of \$400,000.00, and service awards of \$25,000.00 to Ms. Venerus. This Court has reviewed all declarations and evidence submitted in support thereof, including the declaration submitted by attorney and fee expert Melvin Wright, a complex litigation practitioner.
30. This Court has analyzed the application for attorneys' fees in light of governing Eleventh Circuit law, including *Camden I Condominium Ass'n, Inc. v. Dunkle*, 946 F.2d 768 (11th Cir. 1991) and *Poertner v. Gillette Co.*, 618 Fed. Appx. 624 (11th Cir. 2015).
31. This Court notes that the monetary value of all claims under the terms of the Settlement Agreement for Transfer Fees and prejudgment interest is \$33,956,613.00. Thus, the attorneys' fees represent approximately 25.1% of the benefits obtained. This essentially matches the 25% benchmark established by the Eleventh Circuit. *Camden I*, 946 F. 2d 768.

32. The Court has considered the factors outlined in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 720 (5th Cir. 1974) and finds that attorneys' fees of \$8,525,000.00 are fair and reasonable under Rule 23(h) in light of governing Eleventh Circuit law, particularly given that Class Members received notice of the attorneys' fees that would be sought, and not a single Class Member objected.
33. This Court's finding is buttressed by the numerous favorable terms secured by Class Counsel, including robust notice, a simple and streamlined claims' process, and narrowly tailored release.
34. Further, the Court agrees that costs of \$400,000.00 are reasonable and based on competent evidence, particularly for a complex and contested class action with multiple experts, 21 depositions across the country, and a duration of over 10 years.
35. The Court also agrees with *Chieftain Royalty Co. v. Enervest Energy Institutional Fund XIII-A, L.P.*, 861 F.3d 1182 (10th Cir. 2017) that state substantive law applies to the question of whether a service award is permitted where the underlying cause of action sounds in state law. As such, the Court agrees with the analysis set forth in *Junior v. Infinity Ins. Co.*, No: 6:18-cv-1598-WWB-EJK, 2022 U.S. Dist. LEXIS 154082, at \*3-5 (M.D. Fla. Aug. 26, 2022) and *Roth v. Geico Gen. Ins. Co.*, NO. 16-cv-62942-WPD, 2021 U.S. Dist. LEXIS 23105, at \*37 (S.D. Fla. Feb. 8, 2021), both of which agreed that *Johnson v. NPAS Solutions, LLC*, 975 F.3d 1244, 1260 (11th Cir. 2020), holding that a service award was not appropriate, is inapplicable because it addressed a federal law cause of action. Under Florida law, service awards are clearly permitted. *See Altamonte Springs Imaging, L.C. v. State Farm Mut. Auto. Ins. Co.*, 12 So. 3d 850, 857

(Fla. 3rd DCA 2009) (affirming \$10,000.00 service award because “[t]he position as fiduciary for the class is less an honor than a headache”). The Court agrees that Ms. Venerus has been an exemplary class representative and, given the amount of time and energy expended and lost pay over more than ten years of litigation, a \$25,000.00 service award is appropriate.

36. Based on these findings, the Motion for Attorneys’ Fees, Costs, and Service Awards is **GRANTED**. The Court awards \$8,525,000.00 in attorneys’ fees and \$400,000.00 in costs to Class Counsel, and awards a service award of \$25,000.00 each to Ms. Venerus. Defendants shall pay the attorneys’ fee award to Class Counsel and the service awards to the Class Representatives, pursuant to the terms of the Agreement.

37. The Court reaffirms its appointment of Angeion Group as the Settlement Administrator.

38. Without in any way affecting the finality of this Final Judgment, and without affecting the proper jurisdiction of any other court to enforce the Agreement and the settlement, this Court shall retain continuing jurisdiction over this Action for purposes of: (a) enforcing the Agreement and settlement, (b) hearing and determining any application by any Party for a settlement bar order; and (c) any other matters related to or ancillary to any of the foregoing.

39. In accordance with Fed. R. Civ. P. 54, this Final Order and Judgment is a final and appealable order.

**IT IS SO ORDERED.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Carlos Mendoza  
United States District Judge

# **EXHIBIT B**

**IN THE UNITED STATES DISTRICT COURT  
IN THE MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

CASE NO. 6:13-CV-921-CEM-GJK

HEATHER VENERUS, individually  
and on behalf of all others similarly situated,

Plaintiff,

AVIS BUDGET CAR RENTAL, LLC  
And BUDGET RENT-A-CAR SYSTEM, INC.,

Defendants.

**DECLARATION OF RYAN CHUMLEY OF ANGEION GROUP, LLC REGARDING  
SETTLEMENT ADMINISTRATION**

I, Ryan Chumley declare:

1. I am a Senior Project Manager at the class action notice and settlement administration firm Angeion Group, LLC (“Angeion”), the Settlement Administrator retained in this matter, located at 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. I am over 21 years of age and am not party to this action. I have personal knowledge of the facts set forth herein.

2. Angeion was retained in this matter to serve as Settlement Administrator and to, among other tasks, provide notice to potential Class Members; respond to Class Member inquiries; receive and process Class Member claim forms, and objections; and perform other duties as specified in the *Class Action Settlement Agreement* or by the order(s) of the Court, including but not limited to the *Order*, entered on July 5, 2022.

3. Angeion is not related to or affiliated with the Plaintiff, Plaintiff’s Counsel, Defendant or Counsel for Defendant.

**CAFA NOTICE**

4. Pursuant to 28 U.S.C. § 1715, Angeion, on behalf of Defendant, caused notice regarding the settlement to be sent to the Attorneys General of all states and territories, as well as the Attorney General of the United States on January 24, 2022 (“CAFA Notice”). As of the date of this declaration, Angeion has not received an objection from any governmental agency. The CAFA Notice was in the same form as **Exhibit A** attached hereto.

**CLASS LIST**

5. On or about July 6, 2022, Angeion received from Plaintiff’s Counsel, eight spreadsheets containing Class Member data. These spreadsheets contained a total of 264,720 records and contained the following relevant data: Class Member name, mailing address, rental agreement number, reservation number, driver license number, start date of rental, and end date of rental. Email addresses were also provided for 20,311 records. Contained in these spreadsheets were 3,633 records of Class Members who excluded themselves during the Class Certification period, and accordingly, these 3,633 records were removed from the Class Data.

6. Angeion reviewed the remaining 261,087 records that were provided, removed duplicative records and merged multiple rental records for the same Class Member to compile the Class Member database (“Class List”). These efforts resulted in 240,313 unique class member records.

**EMAIL NOTICE**

7. On August 23, 2022, Angeion caused the Email Notice to be sent to the 20,311 email addresses, of which 11,367 emails were delivered and 8,944 were not delivered due to either an invalid email address or a hard bounce. A true and accurate copy of the Email Notice is attached hereto as **Exhibit B**.

**MAILED NOTICE**

8. Angeion processed the 16,628 domestic mailing addresses through the United States Postal Service (“USPS”) National Change of Address (“NCOA”) database to identify updated address information for individuals and businesses who have moved in the last four years and filed a change of address card with the USPS. The NCOA results provided 209 updated addresses for the Class Members. Angeion updated the Class List with these updated addresses.

9. Angeion processed the 112,354 mailing records based in the United Kingdom through Royal Mail’s NCOA gone-away and deceased suppression database, which provides updated addresses for any individuals who have moved or are known to be deceased. The gone-away results provided 60,146 updated addresses for the Class Members. Angeion updated the Class List with these updated addresses. Royal Mail also removed 16,990 addresses which were known to be undeliverable.

10. Beginning on August 23, 2022, Angeion caused the Settlement Postcard Notice (“Notice”) to be mailed to all 228,949 Class Members whose Email Notice could not be delivered or who did not have an email address included in the class data via United States Postal Service (“USPS”) first class mail, postage prepaid. A true and accurate copy of the Notice is attached hereto as **Exhibit C**.

11. As of October 21, 2022, the USPS has returned 49 notices with a forwarding address. The Class List database was updated with these addresses and Notices were re-mailed.

12. As of October 21, 2022, a total of 9,823 of the initial Notices mailed have been returned by the USPS as undeliverable without a forwarding address. Angeion conducted address verification searches (“skip traces”) in an attempt to locate updated addresses. Angeion identified 1,991 updated addresses via skip tracing. Angeion updated the Class List and has re-mailed Notices to the 1,991 Class Members located via this process. Of the re-mailed Notices, none have been

returned by the USPS a second time. Angeion will continue to skip trace and re-mail notices to any records which is returned as undeliverable until the January 20, 2023 claims deadline.

#### **DIGITAL MEDIA**

13. On August 23, 2022, Angeion caused the social media digital notice campaign to commence. These notices ran on Facebook and Instagram. The social media campaign engages with the audience via a mix of news feed and story units to optimize performance via the Facebook and Instagram desktop sites, mobile sites and mobile apps. Copies of the Facebook ads used in this campaign are attached hereto as **Exhibit D**.

#### **CASE SPECIFIC WEBSITE**

14. On August 23, 2022, Angeion established the following website dedicated to this Settlement: <https://veneruscarrentalinsurance.com> (“Settlement Website”). The Settlement Website contains an online portal where class members may submit a claim. Additionally, the Long Form Notice, Claim Form, Class Action Settlement Agreement, Order and other settlement related documents are available for download. The online claim portal, Long Form Notice and Claim Form are also available in the following languages on the Settlement Website: Spanish, French, German, Italian, Arabic and Hebrew. The Settlement Website also has a “Frequently Asked Questions” page which provides Class Members with answers to common inquiries about the Settlement, and a “Contact Us” page which provides Class Members with the mailing address, phone number and email address to contact the Settlement Administrator. Copies of the Long Form Notice and Claim Form are attached hereto as **Exhibit E** and **Exhibit F** respectively.

15. As of October 20, 2022, the Settlement Website has had 22,783 unique visitors and 60,469 page views.

**CASE SPECIFIC HOTLINE**

16. On August 23, 2022, Angeion established a toll-free hotline dedicated to this Settlement to further apprise Class Members of their rights and options in the Settlement: 1-855-637-1999. The toll-free hotline utilizes an interactive voice response (“IVR”) system to provide Class Members with responses to frequently asked questions and provide essential information regarding the Settlement. Class Members may also leave a message for the Settlement Administrator, provide updated contact information or ask additional questions and Angeion will call them back. This hotline is accessible 24 hours a day, 7 days a week.

**CLAIM FORM SUBMISSIONS AND OBJECTIONS**

17. The deadline for Class Members to submit a Claim Form is January 20, 2023. As of October 21, 2022, Angeion has received 15,524 Claim Forms (52 via mail, 15,472 via the online portal). The 15,524 Claim Forms received have been submitted for 22,138 rentals. The claims received are still subject to final audits, verification, and deduplication. Angeion will continue to accept and process Claim Forms and will continue to inform the Parties of the number of Claim Forms received.

18. The deadline for Class Members to object to the Settlement is November 5, 2022. As of October 21, 2022, Angeion has not received any objections to the settlement.

I hereby declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Executed on October 21, 2022 at Philadelphia, Pennsylvania.

  
\_\_\_\_\_  
Ryan Chumley

# **Exhibit A**



1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
www.angeiongroup.com  
215.563.4116 (P)  
215.525.0209 (F)

January 24, 2022

VIA USPS PRIORITY MAIL

United States Attorney General &  
Appropriate Officials

**Re: Notice of Class Action Settlement**

*Venerus v. Avis Budget Car Rental, LLC, et al.*

Dear Counsel or Official:

Angeion Group, an independent claims administrator, on behalf of the defendant in the below-described action, hereby provides your office with this notice under the provisions of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715, to advise you of the following proposed class action settlement:

**Case Name:** Heather Venerus v. Avis Budget Car Rental, LLC, et al.

**Index Number:** 6:13-cv-00921

**Jurisdiction:** United States District Court, Middle District of Florida, Orlando Division

**Date Settlement Filed with Court:** January 14, 2022

In accordance with the requirements of 28 U.S.C. § 1715, please find copies of the following documents associated with this action on the enclosed CD-ROM:

- 1. 28 U.S.C. § 1715(b)(1)-Complaint:** Complaint and accompanying materials filed with the Court on June 12, 2013; Amended Complaint and accompanying materials filed with the Court on August 15, 2013.
- 2. 28 U.S.C. § 1715(b)(2)-Notice of Any Scheduled Judicial Hearings:** There are no judicial hearings currently scheduled.
- 3. 28 U.S.C. § 1715(b)(3)-Notification to Class Members:** Summary Notice, Email Notice, Long Form Notice, Claim Forms, and Payment Election Form, filed with the Court on January 14, 2022.
- 4. 28 U.S.C. § 1715(b)(4)-Class Action Settlement Agreement:** Class Action Settlement Agreement and Release in respect of the breach of contract claim, filed with the Court on January 14, 2022. Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement, filed with the Court on January 14, 2022, is also included on the enclosed CD-ROM.
- 5. 28 U.S.C. § 1715(b)(5)-Any Settlement or Other Agreements:** Other than the Settlement Agreement, no other settlements or other agreements have been contemporaneously made between the Parties.

6. **28 U.S.C. § 1715(b)(6)-Final Judgment:** The Court has not issued a Final Judgment or notice of dismissal as of the date of this CAFA Notice.
7. **28 U.S.C. § 1715(b)(7)(B)-Estimate of Class Members Residing In Each State:** The Settlement Class contains approximately 260,000 Class Members that reside throughout the world, but primarily in the United Kingdom, and rented vehicles in Florida. The estimated proportional share of the Settlement benefits is not available at this time, as it is contingent on the Class Member submission of a claim form.
8. **28 U.S.C. §1715(b)(8)-Judicial Opinions Related to the Settlement:** The Court has not issued a judicial opinion related to the Settlement at this time.

If you have questions or concerns about this notice, the proposed settlement, or the enclosed materials, or if you did not receive any of the above-listed materials, please contact this office.

Sincerely,

Angeion Group  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103  
(p) 215-563-4116  
(f) 215-563-8839

**Enclosures**

# **Exhibit B**

**From:** Venerus v. Avis Budget Settlement-File a Claim <donotreply@veneruscarrentalinsurance.com>  
**Sent:** Tuesday, August 23, 2022 1:01 PM  
**To:** [REDACTED]  
**Subject:** Venerus v. Avis Budget Settlement-File a Claim

**Avis Budget's records show you rented a vehicle in Florida after June 12, 2008, through December 31, 2015, using a prepaid voucher and you are entitled to a payment from this class action settlement.**

**Claim your payment from the settlement by January 20, 2023.**

**A United States District Court authorized this Notice.**

**This is not a solicitation from a lawyer.**

**You are not being sued.**

[Click Here](#) or Go to [www.VenerusCarRentalInsurance.com/claim](http://www.VenerusCarRentalInsurance.com/claim) and enter [REDACTED] and [REDACTED] to claim your payment.

A settlement has been reached in the case *Heather Venerus, et al. v. Avis Budget Car Rental, LLC, et al.*, Case No. 6:13-cv-921-CEM-GJK. You have been identified as a potential settlement class member from Avis Budget's claims data, because you rented a vehicle from Avis Budget in Florida, pursuant to a prepaid voucher for a car rental that included \$1 million in supplemental third-party liability coverage, after June 12, 2008 through December 31, 2015.

You may have previously received a Notice informing you that you might be a class member in a class action against Avis Budget Car Rentals, LLC and Budget Rent A Car System, Inc. (together "Avis Budget"). The Parties have agreed to settle the case.

The Settlement resolves a lawsuit claiming that Avis Budget breached its rental contracts by failing to purchase a \$1 million supplemental liability insurance ("SLI") policy from ACE American Insurance Co., which the Plaintiff

alleged was required of Avis Budget by the rental contract, for individuals who rented a vehicle in Florida pursuant to a prepaid voucher after June 12, 2008, through December 31, 2015 and who did not have liability or uninsured/underinsured motorist coverage claims asserted by or against them in connection with their rentals.

Avis Budget will pay at least \$6.51 per rental day, plus prejudgment interest, to eligible Settlement Class Members who submit a valid claim. For example, if a Settlement Class Member rented a vehicle for ten (10) days, the claim payment would be for \$65.10, plus applicable prejudgment interest. The average claim payment is \$87.32 plus interest since the date of rental(s). The benefits available to Settlement Class Members, and the most Avis Budget can pay, is \$33,965,613.00, which includes settlement of all valid claims of Settlement Class Members, settlement administration costs (including the costs of implementing and effectuating class Notice), attorneys' fees and costs/expenses of litigation of up to \$8,925,000.00, any service award to the Plaintiff, all of which is subject to court approval. If there are unclaimed funds left available after submission of all claims, the claim payment paid to eligible class members who submit timely and valid Claims will be increased from \$6.51 per rental day to up to \$7.46 per rental day, plus applicable prejudgment interest. Any amount in attorneys' fees and costs and any service award to the Plaintiff must be approved by the judge. The Motion for Attorneys' Fees and Costs and Service Award will be filed on or before 30 days after this email was sent and, upon filing, can be accessed at [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com).

To be eligible for payment, you must submit a Claim Form online at which can be accessed by clicking [here: www.VenerusCarRentalInsurance.com/claim](http://www.VenerusCarRentalInsurance.com/claim) and entering your **Claimant ID:** [REDACTED] and **Confirmation Code:** [REDACTED]. Claim Forms must be submitted by or postmarked by **January 20, 2023**. After you submit a claim, you will be given the option to choose whether to receive the payment in the form of a physical check (if so, you will need to provide or confirm

your current address), an e-mailed electronic gift card (if so, you will need to provide or confirm your current e-mail address), or electronic payment (if so, you will need to contact the Settlement Administrator to provide the account information for the direct deposit). Alternatively, you can download a copy of the claim form on the Settlement Website and can mail a completed claim form to: Venerus v Avis Budget Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

Unless you timely file a Claim Form, you will not get a Settlement payment. Additionally, you may object to the settlement or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don't have to. Objections are due by **October 22, 2022**. Requirements for submitting a valid objection are fully set forth in the Proposed Settlement and longform Notice listed on the settlement website, [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com).

More details and the full terms of the Proposed Settlement is available at [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com). You can also contact the Settlement Administrator by emailing [info@VenerusCarRentalInsurance.com](mailto:info@VenerusCarRentalInsurance.com) or hear the answers to frequently asked questions by calling 1-855-637-1999 and following the prompts. You may also contact class counsel by emailing [firm@normandpllc.com](mailto:firm@normandpllc.com) or by calling (407) 603-6031.

*Venerus v. Avis Budget*, Case No: 6:13-cv-921-CEM-GJK (M.D. Fla.).

Para ver el aviso en español, [Clic Aqui](#)

Um den hinweis in deutscher sprache zu sehen, [Klick Hier](#)

لرؤية الإشعار باللغة العربية،

Per vedere l'avviso in italiano, [Clicca Qui](#)

לצפייה בהודעה בעברית [לחצו כאן](#)

Pour voir la notice en français ,[Cliquez Ici](#)

---

[Unsubscribe](#)

# **Exhibit C**

**COURT ORDERED LEGAL NOTICE**

**A United States District Court authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.**

**If you rented a vehicle from Avis Budget in Florida after June 12, 2008, through December 31, 2015, using a prepaid voucher, you may be entitled to a payment.**

**Complete and submit a claim online at [www.VenerusCarRentalInsurance.com/claim](http://www.VenerusCarRentalInsurance.com/claim) by January 20, 2023, using your Claimant ID [REDACTED] and Confirmation Code [REDACTED] to receive a payment.**

A settlement has been reached in the case *Heather Venerus, et al. v. Avis Budget Car Rental, LLC, et al.*, Case No. 6:13-cv-921-CEM-GJK. You may have previously received a Notice informing you that you might be a class member in a class action against Avis Budget Car Rental, LLC, and Budget Rent A Car Systems, Inc. (together “Avis Budget”). The Parties in the case have agreed to settle the case.

**Why am I getting this Notice?** You have been identified as a “Settlement Class Member” from Avis Budget’s data, because you rented a vehicle from Avis Budget in Florida pursuant to a prepaid voucher that included \$1 million in supplemental third-party liability coverage, after June 12, 2008 through December 31, 2015. You are receiving this Notice because the Parties have agreed to settle the case.

**What is this lawsuit about?** The Settlement resolves a lawsuit claiming that Avis Budget breached its rental contracts by failing to purchase a \$1 million supplemental liability insurance (“SLI”) policy from ACE American Insurance Co., which the Plaintiff alleged was required by the rental contract, for individuals who rented a vehicle in Florida pursuant to a prepaid voucher but were not involved in accidents that resulted in liability or uninsured/underinsured motorist coverage claims being asserted by or against them in connection with their rentals.

**Settlement Terms.** Avis Budget will pay at least \$6.51 per rental day, plus prejudgment interest, to eligible Settlement Class Members who submit a valid claim. For example, if a Settlement Class Member rented a vehicle for ten (10) days, the claim payment would be for \$65.10, plus applicable prejudgment interest. The average claim payment is \$87.32 plus interest since date of rental(s). The benefits available to Settlement Class Members, and the most Avis Budget is obligated to pay, is \$33,956,613.00, which includes settlement of all valid claims of Settlement Class Members, administration costs (including to implement and effectuate class Notice), attorneys’ fees and costs of up to \$8,925,000.00, any service award to the Plaintiff, all of which is subject to court approval. If there are unclaimed funds after submission of all claims, the claim payment paid to eligible class members who submit timely and valid Claims will be increased from \$6.51 to up to \$7.46 per rental day, plus applicable prejudgment interest. The Motion for Attorneys’ Fees and Costs and the Service Award will be filed within 30 days of the date this Notice was delivered and, upon filing, will be posted and can be accessed at [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com).

**How do I Receive Payment?** To receive a payment, you must submit a Claim Form online at [www.VenerusCarRentalInsurance.com/claim](http://www.VenerusCarRentalInsurance.com/claim). Claim Forms must be postmarked or submitted online by January 20, 2023. You can access a pre-filed Claim Form on-line by entering your Claimant ID [REDACTED], and your Confirmation Code [REDACTED]. After you submit a Claim Form, you will be given the option to choose whether to receive payment in the form of a physical check (if you provide/confirm your current mailing address), an e-mailed electronic gift card (if you provide/confirm your current email address), or an electronic payment (if you contact the Settlement Administrator to provide account information to which you want the payment to be deposited). Alternatively, you can download a copy of the claim form on the Settlement Website and can mail a completed claim form to: Venerus v Avis Budget Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

**Do I have any other options?** Unless you file a Claim Form, you will not be eligible to get a Settlement payment. You can do nothing if you choose, meaning you will not receive a Settlement payment. You may also object to the Settlement or ask for permission for you or your own lawyer to appear and speak at the hearing—at your own cost—but you don’t have to. Objections are due by **October 22, 2022**. More details and the full terms of the Proposed Settlement are available at [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com).

Claimant ID: [REDACTED]  
Confirmation Code: [REDACTED]

[REDACTED] [REDACTED]



**COURT ORDERED LEGAL NOTICE**

**A United States District Court authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.**

**If you rented a vehicle from Avis Budget in Florida after June 12, 2008, through December 31, 2015, using a prepaid voucher, you may be entitled to a payment.**

**Complete and submit a claim online at [www.VenerusCarRentalInsurance.com/claim](http://www.VenerusCarRentalInsurance.com/claim) by January 20, 2023, using your Claimant ID [REDACTED] and Confirmation Code [REDACTED] to receive a payment.**

Para ver el aviso en español, visite [www.VenerusCarRentalInsurance.com/important-documents](http://www.VenerusCarRentalInsurance.com/important-documents)

Um den hinweis in deutscher sprache zu sehen, besuchen Sie  
[www.VenerusCarRentalInsurance.com/important-documents](http://www.VenerusCarRentalInsurance.com/important-documents)

للاطلاع على الإشعار باللغة العربية ، نفضل بزيارة [www.VenerusCarRentalInsurance.com/important-documents](http://www.VenerusCarRentalInsurance.com/important-documents)

Per vedere l'avviso in italiano visita [www.VenerusCarRentalInsurance.com/important-documents](http://www.VenerusCarRentalInsurance.com/important-documents)

כדי לראות את ההודעה בעברית בקר בכתובת [www.VenerusCarRentalInsurance.com/important-documents](http://www.VenerusCarRentalInsurance.com/important-documents)

Pour voir la notice en français visitez [www.VenerusCarRentalInsurance.com/important-documents](http://www.VenerusCarRentalInsurance.com/important-documents)

# **Exhibit D**

Angeion Group

Sponsored · 

If you rented a car from Avis or Budget in Florida between June 12, 2008 and December 31, 2015, you may be a member of a Mass Action and entitled to compensation from a program authorized by a United States Court. Click here to make your claim today.



VENERUSCARRENTALINSURANCE.COM

## Venerus Car Rental Insurance Settlement

Case No. 6:13-cv-921-CEM-GJK United States Dis...

[Learn More](#)



Angelo Group

Sponsored · 



If you rented a car from Avis or Budget in Florida between June 12, 2008 and December 31, 2015, you may be a member of a Mass Action and entitled to compensation from a program authorized by a United States Court. [Click here](#) to make your claim today.



[veneruscarrentalinsurance.com](http://veneruscarrentalinsurance.com)

**Venerus Car Rental  
Insurance Settlement**

**Learn More**

# **Exhibit E**

**UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION**

Venerus, et. al. v. Avis Budget, et al.,  
Case No. 6:13-cv-921-CEM-GJK

**IMPORTANT NOTICE OF CLASS ACTION SETTLEMENT**

**A court authorized this Notice.  
This is not a solicitation from a lawyer.  
You are not being sued.**

**PLEASE READ THIS NOTICE CAREFULLY**

A settlement has been reached in the case *Heather Venerus, et al. v. Avis Budget Car Rental, LLC, et al.*, Case No. 6:13-cv-921-CEM-GJK. This Notice explains: 1) the terms of the Settlement; 2) who is a member of the Class; 3) how to submit a claim for payment; 4) how to object to the Settlement; 5) how to get more information about the Settlement.

You may have previously received a Notice in this Action. You are receiving this Notice because the Parties have now reached a settlement agreement in the case, which entitles Settlement Class Members to a payment upon submission of a timely claim.

**HELP IS AVAILABLE TO ASSIST YOUR UNDERSTANDING OF THIS NOTICE.**

Call **1-855-637-1999** toll free for more information. You can also contact Class Counsel at the contact information listed in this Notice.

**What is a Class Action?**

A class action is a lawsuit in which one or more individuals bring claims on behalf of other persons or entities. These persons or entities are referred to as a “Class” or “Class Members.” In a certified class action, the Court resolves certain issues, legal claims, and/or defenses for all Class Members in a single action, except for those persons or entities who timely request to be excluded from the Class.

**What is this Class Action About?**

The Settlement resolves a lawsuit claiming that Avis Budget Car Rentals, LLC and Budget Rent A Car System, Inc. (together, “Avis Budget”) breached its rental contracts by failing to purchase a \$1 million supplemental liability insurance (“SLI”) policy from ACE American Insurance Co. for individuals who are not United States citizens and who rented a vehicle in Florida pursuant to a prepaid voucher after June 12, 2008, through December 31, 2015. Plaintiff alleged that Avis Budget entered rental contracts whereby Avis Budget agreed to purchase a \$1 million SLI Policy from ACE on behalf of Settlement Class Members, and breached the contracts by failing to do so.

Avis Budget maintains that it complied with the terms of the rental contracts and Florida law and deny that they acted wrongfully or unlawfully and continue to deny all material allegations.

This case was previously certified as a Class Action. You may have received Notice of the class certification. You are receiving this Notice because a Settlement of the case has been reached between the Plaintiffs, acting on behalf of the Class, and Avis Budget.

The district court will conduct a FAIRNESS HEARING on November 10, 2022, to decide whether to grant final approval of the Proposed Settlement.

### **Settlement Terms**

As a part of the settlement, Avis Budget has agreed to:

1. pay Settlement Class Members who submit valid claims at least \$6.51 per rental day, plus applicable prejudgment interest, which amounts to available benefits of \$33,956,613.00 for the Class, for an average claim size of \$87.32 plus interest since the date of rental(s) per Settlement Class Member, although the actual claim payment for individual Settlement Class Members depends on the length of the Settlement Class Member's rental(s);
2. if there are unclaimed funds after submission of all valid claims, increase the payments to eligible Settlement Class Members who submit timely and valid claims from \$6.51 per rental day to up to \$7.46 per rental day, plus applicable prejudgment interest;
3. included as part of the \$33,956,613.00, pay any attorneys' fees, attorneys' costs, and incentive awards to the Named Plaintiff and class counsel, if approved by the Court, which will not reduce any payment made to Settlement Class Members, unless the Valid Claims, administrative costs, attorneys' fees and costs approved by the Court, and service award approved by the Court together total an amount that exceeds \$33,956,613.00.

In exchange, Plaintiff and the members of the Class, which does not include anyone who has previously requested to opt out of the Class after receiving the previous Notice in this Action, agree to give up any claim they have based on Avis Budget's alleged failure to procure a \$1 million ACE SLI Policy or based upon Avis Budget's alleged provision of contractual third-party coverage or contractual self-insurance. If you are a member of the Class, you can submit a claim to be eligible for a payment as described herein. You may also, if you wish, object to the terms of the Settlement, if you comply with the requirements set forth below.

### **How Do I Know if I'm a Member of the Class?**

**You are a member of the class action (a "Settlement Class Member") if: (1) you rented a vehicle, pursuant to a prepaid voucher, from Avis Budget in Florida (2) during the period of June 12, 2008 through December 31, 2015, (3) the prepaid voucher included \$1 million in supplemental third-party liability insurance, and (4) neither you nor a third party submitted a claim following a motor vehicle accident in connection with your rental. You received this Notice because Avis Budget's records indicate you are a member of the Class. The full class definition is as follows:**

**All individuals who (1) rented an Avis or Budget vehicle in the State of Florida after June 12, 2008 and before January 1, 2016, pursuant to a prepaid voucher, and (2) whose Rental Receipt contained the notation “SLI .00/Day Accepted” or “ALI .00/Day Accepted.**

**Excluded from the Class are all such renters who have been involved in accidents and who have outstanding claims for liability or uninsured/underinsured motorist coverage, as well as all such renters whose liability or uninsured/underinsured motorist claims have been paid by Defendants.**

Also excluded from the Class is anyone who previously requested to opt out of (i.e., to not be a part of) the Class after receiving the previous Notices that were sent out in this case. If you previously requested to opt out of the Class, you are not part of the Class, you are not eligible to submit a Claim for payment, and you do not need to request to opt out of the Class again.

**If I Am a Class Member, What Are My Options?**

If you are a Class Member, you have three options.

**Option 1: Submit a Claim Form for Payment.**

You may submit a Claim Form for payment of at least \$6.51 per rental day, plus applicable prejudgment interest, and up to \$7.46 per rental day, plus applicable prejudgment interest. The total benefits available to Settlement Class Members, if all Settlement Class Members submit timely claims, is \$33,956,613.00. If you received a Notice in the mail or by e-mail, the Notice included your Claimant ID and Confirmation Code, and linked or directed you to the settlement website where you can access a pre-filled Claim Form by entering your Claimant ID and Confirmation Code. You can call 1-855-637-1999 or visit [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com) and request that the Settlement Administrator send you a prefilled Claim Form by providing your Claimant ID listed in the mailed or e-mailed Notice(or a blank form that you will need to fill out if you do not have your Claimant ID).

You can submit a Claim Form online by visiting [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com), clicking the SUBMIT A CLAIM button, and following the steps outlined for you. You will need a Claimant ID, which was included in the Mailed and/or Emailed Notice. Otherwise, to submit a blank Claim Form, you will need to input your full name and current mailing address, as well as either the year(s) during which your rental(s) occurred, or the rental agreement number(s) listed on your rental contract(s). The rental agreement number is the nine-digit number following the notation “RA” on your rental receipt.

When calculated as \$6.51 per rental day, plus prejudgment interest, the average Claim Payment size is approximately \$87.32 plus interest since the date of rental(s). However, the actual amount to which Settlement Class Members who submit valid claims will be entitled depends on the length of the rental. When calculated as \$7.46 per rental day, plus prejudgment interest, the average Claim Payment size is approximately \$100.06 plus interest since the date of rental(s). The most Avis Budget is obligated to pay to Settlement Class Member is \$33,956,613.00, which includes

settlement of all valid claims of Settlement Class Members, settlement administration costs (including the costs of implementing and effectuating class Notice), attorneys' fees and attorney's costs/expenses of litigation of up to \$8,925,000.00, and any service award to the Plaintiff, all of which is subject to court approval. If, after submission of all timely, valid claims, unclaimed funds remain, the claim payment paid to eligible class members who submit timely and valid Claims will be increased from \$6.51 per rental day to up to \$7.46 per rental day, plus applicable prejudgment interest. The amount between the minimum amount (\$6.51 per rental day, plus prejudgment interest) and the maximum amount (\$7.46 per rental day, plus prejudgment interest) that Settlement Class Members will receive will depend on the amount of unclaimed funds.

If you submit a Claim Form online, you will also be asked to identify the method by which your Claim Payment will be issued (assuming your Claim is determined to be valid). Your options are: (1) a physical check mailed to your current address (if you choose this option, you will need to confirm the address listed remains your current address, update the address, or enter your current address if blank); (2) an electronic gift card sent via e-mail (if you choose this option, you will need to either confirm the e-mail address listed remains your current e-mail address, update the e-mail address, or enter your current e-mail address if blank); or (3) electronic payment via Venmo, PayPal, or similar companies (if you choose this option, you will need to e-mail the Settlement Administrator to facilitate the process of providing account information for the payment deposit).

If you submit a Claim Form in the mail, it must be postmarked no later than January 20, 2023. If you submit an Electronic Claim, you must do so by 11:59 p.m. on January 13, 2023.

**Option 2: Object to the Terms of the Settlement.**

The full terms of the Settlement can be found at [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com). If you think the terms of the Settlement are not fair, reasonable, or adequate to the Class Members, you can file a Notice of Intent to object to the terms of the Settlement.

To properly object to the terms of the Settlement, you must send, with sufficient postage, a Notice of Intent to object to the terms of the settlement and to appear at the Fairness Hearing (described below) to the following:

Venerus, et. al. v. Avis Budget, et al.  
c/o Settlement Administrator  
Attn: Objection  
P.O. Box 58220  
Philadelphia, PA 19102

The Notice of Intent must include the following:

1. The name of the case and case number;
2. Your name, address, telephone number, and signature;
3. The specific reasons why you object to the terms of the Proposed Settlement;

4. The name, address, bar number, and telephone number of any attorney who represents you related to your intention to object to the terms of the Settlement;
5. State whether you and/or your attorney intend to appear at the Fairness Hearing and whether you and/or your attorney will request permission to address the Court at the Fairness Hearing.

If you and/or your attorney intend to request permission to address the Court at the Fairness Hearing, your Notice of Intent must also include the following:

1. A detailed statement of the legal and factual basis for each of your objections;
2. A list of any witness you may seek to call at the Fairness Hearing (subject to applicable rules of procedure and evidence and at the discretion of the Court), with the address of each witness and a summary of his or her proposed testimony;
3. A list of any legal authority you may present at the Fairness Hearing; and
4. Documentary proof of membership in the Settlement Class.

Notices of Intent to object must be postmarked by November 5, 2022. Any Notice of Intent that is not postmarked by the deadline set forth above or which does not comport with the requirements listed above may waive the right to be heard at the Fairness Hearing.

**Option 3. Do Nothing.**

You have the right to do nothing. If you do nothing, you release any claim against Avis Budget related to the claims and allegations in this lawsuit which are part of the Released Claims as defined by the Settlement Agreement, even if you do not submit a Claim for payment.

**Who Is Representing the Class?**

The District Court has appointed Heather Venerus (the “Named Plaintiff”) to be the representative of the Class. The District Court has also appointed the following lawyers as Class Counsel for those Class Members:

Edmund Normand, Esq. Jacob Phillips, Esq. Normand PLLC 3165 McCrory Place, Suite 175 Orlando, FL 32803 Telephone: (407) 603-6031 Facsimile: (888) 974-2175 Ed.normand@normandpllc.com Jacob.phillips@normandpllc.com NormandPLLC.com	Christopher J. Lynch Christopher J. Lynch, P.A. 6915 Red Road, Suite 208 Coral Gables, Florida 33143 Telephone: (305) 443-6200 Facsimile: (305) 443-6204 clynch@hunterlynchlaw.com <u>HunterLynchlaw.com</u>
---	---

These lawyers are experienced in handling class action lawsuits. More information about Class Counsel is available on their websites above.

Class Counsel will file an application for attorneys' fees and costs of no more than \$8.925 million dollars, subject to approval by the Court. Avis Budget has agreed to pay Class Counsel that amount if approved by the Court. You will not be personally responsible for any fees, costs or expenses incurred by Class Counsel relating to the prosecution of this case. After it is filed, the Motion for Attorneys' Fees and Costs will be posted and can be accessed at the settlement website.

Class Counsel will also seek a Service Award to the Plaintiffs in the amount of \$25,000, subject to court approval. The Service Award is designed to reward the Plaintiff for securing the recovery awarded to members of the Class, and to acknowledge the time spent by the Plaintiffs in sitting for deposition, providing discovery, participating in the case and mediation, and prosecuting the claim for the benefit of the Class. In this case, the Plaintiff has been prosecuting this claim for almost nine years, which has included extensive discovery, depositions, travel, mediations, appeals, and other time expended. Avis Budget has agreed to pay the Service Award to the Plaintiff up to the amount of \$25,000, if approved by the District Court.

### **What Claim(s) Are Settlement Class Members Releasing?**

As a part of the Settlement, Settlement Class Members agree not to sue Avis Budget by asserting any claim related to allegations that Avis Budget failed to procure a \$1 million SLI Policy from a licensed insurance company, or that Avis Budget improperly provided self-funded contractual coverage or contractual self-insurance, in connection with a prepaid voucher rental after June 12, 2008, through December 31, 2015. The full terms of the Released Claims and Released Parties can be found in the Proposed Settlement at [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com).

### **How Do I Find Out More About This Lawsuit?**

If you have any questions about the lawsuit or any matter raised in this notice, please call toll-free at **1-855-637-1999** or go to [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com).

This [www.VenerusCarRentalInsurance.com](http://www.VenerusCarRentalInsurance.com) website provides:

1. An Electronic Claim Form and directions for how to submit;
2. The full terms of the Settlement;
3. Information and requirements for submitting a claim, requesting exclusion, or filing a Notice of Intent to object to the terms of the Settlement
4. A copy of the complaints filed by Plaintiffs and other important rulings and orders from the District Court during the case prior to Settlement; and
5. Other general information about the class action.

You also may contact class counsel, whose contact information and websites are provided above. Please do not contact Avis Budget about this case or proposed Settlement. Avis Budget's employees and customer service representatives will likely not have any knowledge about this case or settlement and will be unable to assist you. If you have further questions, please instead contact the Settlement Administrator or Class Counsel.

Complete copies of the documents filed in this lawsuit that are not under seal may be examined and copied at any time at the United States District Court, Middle District of Florida, 401 West Central Boulevard, Orlando, FL 32801.

PLEASE DO NOT TELEPHONE OR CONTACT THE DISTRICT COURT OR THE CLERK OF THE DISTRICT COURT REGARDING THIS NOTICE.

IT IS SO ORDERED, HON. CARLOS MENDOZA, U.S. DISTRICT COURT JUDGE  
DATED: JUNE 24, 2022

# **Exhibit F**

<b>VEN</b>	<b>Venerus v. Avis et al. Settlement Administrator 1650 Arch Street, Suite 2210 Philadelphia, PA 19103</b>	<b>Your Claim Form must be submitted by January 20, 2023</b>
------------	--	--

*Venerus v. Avis Budget Car Rental, LLC et al., Case No. 6:13-cv-921-CEM-GJK*

**CLAIM FORM**

To submit a claim, please: (1) provide your full name; (2) provide *either* the rental agreement number (upper left corner of rental contract) or the reservation number (bottom right of the rental contract) *or* the year in which your rental(s) occurred (if you rented a vehicle from Avis Budget in Florida more than one time after June 12, 2008 through December 31, 2015, submit at least one year during which the rental(s) occurred); (3) provide your address; (4) sign and date this form by following the instructions below; and (5) submit the completed form on or before **January 20, 2023**.

Name: \_\_\_\_\_

Rental Agreement or Reservation Number(s): \_\_\_\_\_

**OR**

Year(s) of Rental(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

By signing below, I attest that I am the person identified above or I am the legally authorized personal representative, guardian, or trustee of the person identified above, and that, to the best of my knowledge, the information on this Claim Form is true and correct:

Signature: \_\_\_\_\_ Dated \_\_\_\_\_

Name (please print): \_\_\_\_\_

**To be considered, this Claim Form must be submitted on or before January 20, 2023.**

**PAYMENT OPTION FORM**

If your claim is determined to be valid and timely, you can receive payment in one of the three options below. **Please select the method by which you wish to receive payment**, including the necessary information depending on which option you select. You can only select one option.

**OPTION 1:** I wish to receive the Claim Payment via an electronic Mastercard gift card, e-mailed to the following e-mail address: \_\_\_\_\_

**OPTION 2:** I wish to receive the Claim Payment via physical check, mailed to the following address:

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OPTION 3:** I wish to receive the Claim Payment via electronic payment to my account with PayPal or similar company or e-banking payment. If you are selecting Option 3, the Settlement Administrator will email you at your email address to ask you for the information needed, including the account number and type, to facilitate the electronic payment.

E-mail address: \_\_\_\_\_