

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

Case No. 2:24-CV-09243-JXN-MAH

In re Avis Rent A Car System, LLC  
Security Incident Litigation

**SETTLEMENT AGREEMENT**

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## SETTLEMENT AGREEMENT

This Settlement Agreement, dated October 28, 2025, is made and entered into by and among Plaintiffs Brooke Pestano, Jason Shay, Chase Schachenman, Jason Bundrik, Bill D. Thomas, Tanisorn Tatiyaratana, Michael Beauchane, Joe Lopez, Katrina Robertson, and Brian Harris (“Plaintiffs”) and Avis Rent a Car System, LLC and Avis Budget Group, Inc. (“Avis” or “Defendants” and together with Plaintiffs, “Settling Parties”), by and through their respective counsel. This Settlement Agreement (“Agreement”) is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle all of Plaintiffs’ Released Claims, as defined below, upon and subject to the terms and conditions hereof, and subject to the Court’s approval.

### RECITALS

WHEREAS, this consolidated action arises from the security incident experienced by Avis from on or about August 3, 2024 through on or about August 6, 2024, in which unauthorized third parties gained access to one of Avis’s business applications and exfiltrated personally identifiable information (“Private Information”) belonging to 299,006 Class Members (the “Data Security Incident” as that term is defined below);

WHEREAS, between September and November 2024, Plaintiffs filed eleven separate putative class actions against Avis in the District of New Jersey arising out of the Data Security Incident. Those actions were styled as: *Pestano, et al v. Avis Rent A Car System, LLC, et al*, No. 2:24-cv-09243 (D.N.J.); *Harris v. Avis Budget Group, Inc.*, No. 2:24-cv-09364 (D.N.J.); *Shay v. Avis Rent A Car System, LLC*, No. 2:24-cv-09252 (D.N.J.); *Long v. Avis Rent A Car System, LLC*, No. 2:24-cv-09328 (D.N.J.); *Rivera v. Avis Rent A Car System, LLC, et al*, No. 2:24-cv-09339 (D.N.J.); *Chase Schachenman, et al. v. Avis Rent A Car System LLC*, No. 2:24-cv-09506 (D.N.J.); *Donald Wise v. Avis Rent A Car System, LLC*, 2:24-cv-09587 (D.N.J.); *Bill*

*D. Thomas v. Avis Rent A Car System, LLC*, 2:24-cv-08604 (D.N.J.); *Tanisorn Tatiyaratana v. Avis Rent a Car System, LLC*, 2:24-cv-09647 (D.N.J.); *Michael Beauchane v. Avis Rent a Cary System, LLC*, 2:24-cv-09683 (D.N.J.); *Lopez v. Avis Rent a Car Systems, LLC, and Avis Budget Group, Inc.*, 1:24-cv-10283;

WHEREAS, on November 5, 2024, the Court entered an Order consolidating *Pestano, et al v. Avis Rent A Car System, LLC, et al*, No. 2:24-cv-09243 (D.N.J.); *Harris v. Avis Budget Group, Inc.*, No. 2:24-cv-09364 (D.N.J.); *Shay v. Avis Rent A Car System, LLC*, No. 2:24-cv-09252 (D.N.J.); *Long v. Avis Rent A Car System, LLC*, No. 2:24-cv-09328 (D.N.J.); *Rivera v. Avis Rent A Car System, LLC, et al*, No. 2:24-cv-09339 (D.N.J.); *Chase Schachenman, et al. v. Avis Rent A Car System LLC*, No. 2:24-cv-09506 (D.N.J.); *Donald Wise v. Avis Rent A Car System, LLC*, 2:24-cv-09587 (D.N.J.); *Bill D. Thomas v. Avis Rent A Car System, LLC*, 2:24-cv-08604 (D.N.J.); *Tanisorn Tatiyaratana v. Avis Rent a Car System, LLC*, 2:24-cv-09647 (D.N.J.); and *Michael Beauchane v. Avis Rent a Cary System, LLC*, 2:24-cv-09683 (D.N.J.) under the new case title, *In re Avis Rent A Car System, LLC Security Incident Litig.*, No. 2:24-cv-09243;

Whereas, on November 7, 2024, Avis filed a Notice of Related action informing the Court that *Lopez v. Avis Rent a Car Systems, LLC, and Avis Budget Group, Inc.*, 1:24-cv-10283 should also be consolidated;

Whereas, on December 20, 2024, Plaintiffs filed their operative Consolidated Complaint asserting claims against Defendants for Negligence, Negligence *Per Se*, Breach of Contract; Breach of Implied Contract; Breach of Fiduciary Duty; Breach of Confidence; Intrusion Upon Seclusion/Invasion of Privacy; Unjust Enrichment, and violations of the California Consumer Privacy Act, Cal. Civ. Code. § 1798.100, *et seq.*; the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.201, *et seq.*; the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 Ill.

Comp. Stat. §§ 505/1, *et seq.*; the New Jersey Consumer Fraud Act N.J.S. § 56:8-1, *et seq.*; and seeking a Declaratory Judgment, arising from the Data Security Incident;

WHEREAS, Defendants have denied and continue to deny: (a) each and every allegation and all charges of wrongdoing or liability of any kind whatsoever asserted or which could have been asserted in this Litigation; (b) that the Plaintiffs in the Litigation, and the class they purport to represent, have suffered any damage or harm; and (c) that the Litigation satisfies the requirements to be tried as a class action under New Jersey law;

WHEREAS, without acknowledging or admitting any fault or liability on the part of the Defendants, the Settling Parties have agreed to enter into this Agreement as a reasonable and appropriate compromise of Plaintiffs' and Class Members' claims to put to rest all controversy and to avoid the uncertainty, risk, and/or expense of burdensome, protracted, and costly litigation that would be involved in pursuing and defending this Action. This Agreement is for settlement purposes only, and nothing in this Agreement shall constitute, be construed as, or be admissible in evidence as any admission of the validity of any claim or any fact alleged by Plaintiffs in this Action or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of Defendants or admission by any of the Settling Parties of the validity or lack thereof of any claim, allegation, or defense asserted in this Litigation or in any other action;

WHEREAS, the Settling Parties participated in good faith, arms-length settlement discussions, which included a mediation held on October 8, 2025, with experienced and respected mediator, Hon. Douglas E. Arpert (Ret.), which resulted in a settlement agreement in principle between the Settling Parties;

WHEREAS, Class Counsel conducted a thorough examination and evaluation of the relevant law and facts to assess the merits of the claims to be resolved in this settlement and how best to serve the interests of the putative class in the Litigation.

Based on this investigation and the negotiations described above, Class Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty and cost of further pursuit of this Litigation, and the benefits to be provided to the Settlement Class pursuant to this Agreement, that a settlement with Defendants on the terms set forth in this Agreement is fair, reasonable, adequate and in the best interests of the putative class;

WHEREAS, this Settlement Agreement is intended to fully, finally, and forever resolve all claims and causes of action asserted, or that could have been asserted based upon the facts alleged in the Consolidated Complaint, against Defendants and the Released Persons, by and on behalf of the Plaintiffs and Settlement Class Members, and any other such actions by and on behalf of any other putative classes of individuals against Defendants originating, or that may originate, in jurisdictions in the United States, reasonably related to the facts alleged in the Consolidated Complaint.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between the Settling Parties, that, subject to the approval of the Court as provided for in this Agreement, the Litigation and Released Claims shall be fully and finally settled, compromised, and released, on the following terms and conditions:

**I. DEFINITIONS**

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” or “Litigation” means the consolidated class action proceeding under the case caption *In re Avis Rent A Car System, LLC Security Incident Litig.*, No. 2:24-cv-09243, pending before the Court as of the date of this Agreement.

1.2 “Agreement” or “Settlement Agreement” means this agreement.

1.3 “Claims Administration” means the issuing of notice of this settlement to Class Members and the processing and payment of claims received from Settlement Class Members by the Claims Administrator.

1.4 “Claims Administrator” means Angeion Group, LLC, who is experienced in administering class action claims generally and specifically those of the type provided for and made in data breach litigation.

1.5 “Claims Deadline” means the postmark and/or online submission deadline for valid claims submitted pursuant to ¶ 2 below. The Claims Deadline is ninety (90) days after the Notice Commencement date.

1.6 “Claim Form” means the claim form to be used by Settlement Class Members to submit a Settlement Claim, either through the mail or online through the Settlement Website, substantially in the form as shown in **Exhibit A**.

1.7 “Claimant” means a Settlement Class Member who submits a Claim Form for a Settlement Payment.

1.8 “Class Members” means all persons whose Private Information was compromised in the Data Security Incident, including all those who were sent Notice. Class Members specifically excludes all persons who are directors or officers of Defendants, the Judge assigned to the Action, and that Judge’s immediate family and Court staff and any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Security Incident or who pleads *nolo contendere* to any such charge. Class Members consist of approximately 299,006 individuals. These individuals constitute the “Settlement Class” solely for purposes of certifying a settlement class in this Litigation.

1.9 “Consolidated Complaint” means the Consolidated Class Action Complaint filed in the Litigation on or about December 20, 2024.

1.10 “Costs of Claims Administration” means all actual costs associated with or arising from Claims Administration. The Claims Administrator shall, from the Settlement Fund, pay all Costs of Claims Administration subject to approval by Class Counsel.

1.11 “Court” means the United States District Court for the District of New Jersey.

1.12 “Data Security Incident” means the security incident experienced by Avis from on or about August 3, 2024 through on or about August 6, 2024, and which Defendants first began notifying Class Members of on or about September 4, 2024.

1.13 “Dispute Resolution” means the process for resolving disputed Settlement Claims as set forth in this Agreement.

1.14 “Final” or “Effective Date” mean the occurrence of all of the following events: (i) the settlement pursuant to this Settlement Agreement is approved by the Court; (ii) the Court has entered a Judgment (as that term is defined herein); and (iii) the time to appeal or seek permission to appeal from the Judgment has expired or, if appealed, the appeal has been dismissed in its entirety, or the Judgment has been affirmed in its entirety by the court of last resort to which such appeal may be taken, and such dismissal or affirmance has become no longer subject to further appeal or review. Notwithstanding the above, any order modifying or reversing any attorneys’ fees award or service award made in this case shall not affect whether the Judgment is “Final” as defined herein or any other aspect of the Judgment.

1.15 “Final Approval of the Settlement” means an order and judgment that the Court enters and which finally approves the Settlement Agreement without material change to the Parties’ agreed-upon proposed final approval order and judgment.

1.16 “Judgment” means a judgment rendered by the Court.

1.17 “Long Notice” means the long form notice of settlement to be posted on the Settlement Website, substantially in the form as shown in **Exhibit B**.

1.18 “Notice Commencement Date” means sixty (60) days after entry of the Preliminary Approval Order.

1.19 “Notice Completion Date” means seventy-five (75) days after entry of the Preliminary Approval Order.

1.20 “Notice Program” means steps taken by the Claims Administrator to notify Class Members of the settlement as set forth below.

1.21 “Objection Date” means the date by which Settlement Class Members must file with the Court, with service to Proposed Lead Class Counsel for the Settling Parties, their objection to the Settlement Agreement for that objection to be effective. The Objection Date is sixty (60) days after the Notice Commencement Date.

1.22 “Opt-Out Date” means the date by which Class Members must mail their requests to be excluded from the Settlement Class for that request to be effective. The postmark date shall constitute evidence of the date of mailing for these purposes. The Opt-Out Date is sixty (60) days after the Notice Commencement Date.

1.23 “Person” means an individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, predecessors, successors, representatives, or assignees.

1.24 “Preliminary Approval Order” means the order preliminarily approving the Settlement Agreement and ordering that notice be provided to Class Members substantially in the form attached hereto as **Exhibit D**.

1.25 “Proposed Settlement Class Counsel” and “Class Counsel” means M. Anderson Berry and Gregory Haroutunian of Emery Reddy PLLC, Marc Edelson and Liberato Verderame of Edelson Lechtzin LLP, Gary Lynch of Lynch Carpenter LLP, and Tyler Bean of Siri & Glimstad LLP.

1.26 “Related Entities” means Defendants, and their respective past or present officers, directors, employees, servants, members, partners, principals, shareholders, owners, parents, subsidiaries, divisions, partnerships, and related or affiliated entities, and each of their respective past or present predecessors, successors, directors, officers, employees, principals, agents, attorneys, executors, heirs, administrators, joint ventures, personal representatives, assigns, transferees, trustees, insurers, and reinsurers, and includes, without limitation, any Person or entity related to any such entity who is, was, or could have been named as a defendant in any of the actions comprising the Litigation. It is expressly understood that to the extent a Released Party is not a party to the Agreement, all such Released Parties are intended third-party beneficiaries of the Agreement.

1.27 “Related Actions” means any lawsuit, action, claim, demand, arbitration or other legal proceeding brought by one or more Settlement Class Member against Defendants related to or arising from the Data Security Incident.

1.28 “Released Claims” shall collectively mean any and all past, present, and future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys’ fees, losses, rights, demands, charges, complaints, actions, suits, petitions, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons reasonably related to the operative facts alleged in or otherwise described

by the Consolidated Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from this Settlement using the protocol described herein.

1.29 “Released Persons” means Defendants and their Related Entities.

1.30 “Settlement Benefits” means the non-reversionary cash fund that shall be established by Defendants in the amount of One Million and Twenty-Five Thousand Dollars (\$1,025,000.00), from which all Settlement Administrator Expenses, Fee Award and Service Awards, Litigation Costs, and Attorneys’ Fees shall be paid.

1.31 “Settlement Claim” means a claim for settlement benefits made under the terms of this Settlement Agreement.

1.32 “Settlement Class Member(s)” means Class Members who do not timely and validly opt-out of the Agreement by excluding themselves from this settlement proceeding using the protocol described herein.

1.33 “Settlement Class Representatives” or “Representative Plaintiffs” means Brooke Pestano, Jason Shay, Chase Schachenman, Jason Bundrik, Bill D. Thomas, Tanisorn Tatiyaratana, Michael Beauchane, Joe Lopez, Katrina Robertson, and Brian Harris.

1.34 “Settlement Fund” shall mean the \$1,025,000 non-reversionary common fund established by Defendants pursuant to ¶ 2.1 of this Agreement.

1.35 “Settling Parties” means, collectively, Defendants and Plaintiffs, individually and on behalf of the Settlement Class Members.

1.36 “Settlement Website” means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related

information, as well as provide the Class Members with the ability to submit a Settlement Claim online.

1.37 “Short Notice” means the short form notice of the proposed class action settlement, substantially in the form as shown in **Exhibit C**. The Short Notice will direct recipients to the Settlement Website and inform Class Members of, among other things, the Claims Deadline, the Opt-Out Date and Objection Date, and the date of the Final Fairness Hearing.

1.38 “United States” as used in this Settlement Agreement includes all 50 states, the District of Columbia, and all territories.

1.39 “Valid Claims” means Settlement Claims in an amount approved by the Claims Administrator or found to be timely and valid through the claims processing and/or Dispute Resolution process, or through the process for review and challenge set forth in the section entitled, “Administration of Claims.”

## **II. SETTLEMENT CLASS BENEFITS**

2.1 Settlement Fund. Defendants and/or its insurers shall create a non-reversionary common fund of One Million Twenty-Five Thousand Dollars (\$1,025,000) as consideration for the releases obtained in this Settlement. Within forty-five (45) days of an order granting preliminary approval of the Settlement, or after receiving an invoice from the Claims Administrator, whichever is later, Defendants will pay the amount designated by the Claims Administrator that is necessary to fund notice to the Settlement Class and claims administration into a non-reversionary cash settlement fund for the benefit of Settlement Class Members. The remainder of the \$1,025,000 (i.e. the amounts remaining to be paid after the initial payment) will be paid into the non-reversionary cash settlement fund within twenty-one (21) days of the Effective Date. As set forth below, the Settlement Fund will be used to pay for: (i) Compensation for Out-of-Pocket Losses (§ 2.3.1); (ii) Pro

Rata Cash Payments (¶ 2.3.3); (iii) Costs of Claims Administration (¶ 1.10); (iv) service awards (¶ 9.1); and (v) attorney's fees and litigation expenses (¶ 9.2).

2.2 The Settlement Administrator shall provide an accounting of any and all funds in the Settlement Fund, including any interest accrued thereon and payments made pursuant to this Agreement, upon request of any of the Parties.

2.3 Cash Benefits. Defendants agree to make available from the Settlement Fund the below compensation to Settlement Class Members who submit valid and timely Claim Forms. Claims will be reviewed for completeness and plausibility by the Claims Administrator. For claims deemed invalid, the Claims Administrator shall provide Claimants an opportunity to cure, unless an inability to cure is apparent from the face of the claim, e.g., the Claimant is not a Class Member.

2.3.1 Compensation for Out-of-Pocket Losses. All Settlement Class Members may submit a claim for documented out-of-pocket losses up to \$5,000.00 incurred as a direct result of the Data Security Incident. Examples of the kind of documented out-of-pocket losses that may be claimed include unreimbursed losses relating to fraud or identity theft, unreimbursed costs of credit monitoring incurred between the time of the Data Security Incident and the time the claim is submitted, postage, copying, scanning, faxing, mileage and other travel-related charges, parking, notary charges, research charges, cell phone charges (only if charged by the minute), long distance phone charges, data charges (only if charged based on the amount of data used), text message charges (only if charged by the message), bank fees, accountant fees, and attorneys' fees, all of which must be fairly traceable to the Data Security Incident and must not have been previously reimbursed by a third party. Expenses must be attested to and supported by documentation substantiating the full extent of the amount claimed; and

2.3.2 Settlement Class Members seeking reimbursement under ¶ 2.3.1 must complete and submit to the Claims Administrator a Claim Form in a form

substantially similar to the one attached as **Exhibit A**, postmarked or submitted online on or before the Claims Deadline. The notice to the Class Members will specify this deadline and other relevant dates described herein. The Claim Form must be verified by the Settlement Class Member with a statement that his or her claim is true and correct, to the best of his or her knowledge and belief. Notarization shall not be required. Claims for Out-of-Pocket Losses must be attested to and supported by third party documentation substantiating the full extent of the amount claimed. Failure to provide such supporting documentation, as requested on the Claim Form, shall result in denial of a claim. Disputes as to claims submitted under this paragraph are to be resolved pursuant to the provisions stated in ¶ 10.1.

2.3.3 Pro Rata Cash Fund Payments. All Settlement Class Members are eligible to make a claim for a cash fund payment, regardless of whether they make a claim for Out-of-Pocket Losses. The *pro rata* cash fund payments will evenly distribute the net amount of the Settlement Fund, after payment of all approved claims for Out-of-Pocket Losses, Notice and Administration Expenses, and any Fee and Expenses Award, and Service Awards, to each Settlement Class Member who submits a valid claim.

2.4 Residual Funds. In the event that there is any portion of the Settlement Fund that remains after all of the above have been paid, the Parties shall meet and confer regarding the appropriate use of such residual funds, including the possibility of using residual funds for additional Settlement Class Member benefits, if practicable, or whether any such funds should be distributed to an appropriate non-profit organization. Given that the intention is that the net amount of the Settlement Fund will be fully paid out to Settlement Class Members claiming the Pro Rata Cash Fund Payments, it is anticipated that the only Residual Funds will be from uncashed settlement checks or unnegotiated electronic payments.

2.5 Business Practice Changes. Defendants have implemented and maintained certain data security changes since the Data Security Incident, including enhancements to security protections and additional safeguards.

2.6 Dispute Resolution. The Claims Administrator, in its discretion to be reasonably exercised, will determine whether: (1) the Claimant is a Settlement Class Member; (2) the Claimant has provided all information needed to complete the Claim Form, including any documentation and/or attestation that may be necessary to reasonably support the Out-of-Pocket Losses described in ¶ 2.3.1; and (3) the information submitted could lead a reasonable person to conclude that more likely than not the Claimant has suffered the claimed losses as a result of the Data Security Incident. The Claims Administrator may, at any time, request from the Claimant, in writing, additional information as the Claims Administrator may reasonably require in order to evaluate the claim (e.g., documentation requested on the Claim Form, information regarding the claimed losses, available insurance and the status of any claims made for insurance benefits, and claims previously made for identity theft and the resolution thereof). For any such Settlement Claims that the Claims Administrator determines to be implausible, the Claims will be deemed invalid and submitted to counsel for the Settling Parties. If counsel for the Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the claim.

2.6.1 Upon receipt of an incomplete or unsigned Claim Form or a Claim Form that is not accompanied by sufficient documentation to determine whether the claim is facially valid, the Claims Administrator shall request additional information and give the Claimant thirty (30) days to cure the defect before rejecting the claim. If the defect is not cured, then the claim will be deemed invalid and there shall be no obligation to pay the claim.

2.6.2 Following receipt of additional information requested by the Claims Administrator, the Claims Administrator shall have thirty (30) days to accept, in whole or lesser amount, or reject each claim. If, after reviewing the claim and all documentation submitted by the Claimant, the Claims Administrator determines that such a claim is valid, then the claim shall be paid, subject to the review and challenge process set forth in ¶ 10.1. If the claim is determined to be invalid, then the Claims Administrator will submit it to counsel for the Settling Parties. If counsel for the Settling Parties agree that any such claim is a Valid Claim, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the claim.

2.6.3 Settlement Class Members shall have thirty (30) days from receipt of the offer to accept or reject any offer of partial payment received from the Claims Administrator. If a Settlement Class Member rejects an offer from the Claims Administrator, the Claims Administrator shall have fifteen (15) days to reconsider its initial adjustment amount and make a final determination. If the Claimant approves the final determination, then the approved amount shall be the amount to be paid. If the Claimant does not approve the final determination within thirty (30) days, then the dispute will be submitted to counsel for the Settling Parties within an additional ten (10) days. The Claims Administrator shall follow counsel for the Settling Parties' joint direction regarding the disposition of the claim.

### **III. CLASS CERTIFICATION**

3.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for

herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person or any Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved. All discussions and agreements related to the Settlement Agreement shall be considered confidential and inadmissible pursuant to Federal Rule of Evidence 408.

#### IV. NOTICE AND CLAIMS ADMINISTRATION

4.1 The Settling Parties selected Angeion Group, LLC to be the Claims Administrator, who will be charged with delivering sufficient notice (including direct notice) and administering the claims process. The Claims Administrator shall, from the Settlement Fund, pay the entirety of the Costs of Claims Administration, including the cost of notice, subject to approval by Class Counsel.

4.2 After the Court enters an order finally approving the Settlement, the Claims Administrator shall provide the requested relief to all Settlement Class Members that made Valid Claims, subject to the individual caps on Settlement Class Member payments set forth in ¶ 2.3 above.

#### V. PRELIMINARY APPROVAL AND IMPLEMENTATION OF NOTICE PROGRAM

5.1 As soon as practicable after the execution of the Settlement Agreement, Proposed Settlement Class Counsel and counsel for Defendants shall jointly submit this Settlement Agreement to the Court, and Proposed Settlement Class Counsel will file an unopposed motion for preliminary approval of the settlement with the Court requesting entry of a Preliminary Approval Order in a form substantially similar to the one attached as **Exhibit D**, requesting, among other things:

- a) provisional certification of the Settlement Class for settlement purposes only pursuant to ¶ 3.1;
- b) preliminary approval of the Settlement Agreement as set forth herein;
- c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;
- d) appointment of Plaintiffs as Settlement Class Representatives;
- e) approval of the Notice Program and Notices;
- f) approval of the Claim Form and Claims process;
- g) appointment of Angeion Group, LLC as the Settlement Administrator;
- h) stay the Action pending Final Approval of the Settlement; and
- i) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendants' Counsel.

The Short Notice, Long Notice, and Claim Form will be reviewed and approved by the Claims Administrator but may be revised as agreed upon by the Settling Parties prior to submission to the Court for approval.

5.2 The Claims Administrator shall, from the Settlement Fund, pay for providing notice to Class Members in accordance with the Preliminary Approval Order. Service Awards to Class Representatives and attorneys' fees, costs, and expenses of Settlement Class Counsel, as approved by the Court, shall be paid by the Claims Administrator, from the Settlement Fund, as set forth in ¶ 9.3 below.

5.3 Notice shall be provided to Class Members by the Claims Administrator as follows:

5.3.1 Class Member Information: No later than forty-five (45) days after entry of the Preliminary Approval Order, Defendants shall provide the Claims

Administrator with the name, last known physical address, and/or email address of each Class Member to the extent known (collectively, “Class Member Information”). The Class Member Information and its contents shall be used by the Claims Administrator solely for the purpose of performing its obligations pursuant to this Settlement Agreement and shall not be used for any other purpose at any time. The Claims Administrator shall not reproduce, copy, store, or distribute in any form, electronic or otherwise, the Class Member Information, except to administer the settlement as provided in this Settlement Agreement, or provide all data and information in its possession to the Settling Parties upon request.

5.3.2 Settlement Website: Prior to the dissemination of the Settlement Class Notice, the Claims Administrator shall establish the Settlement Website that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information. The Settlement Website shall include, in .pdf format and available for download, the following: (i) the Long Notice; (ii) the Claim Form; (iii) the Preliminary Approval Order; (iv) this Settlement Agreement; (v) the Consolidated Complaint; and (vi) any other materials agreed upon by the Parties and/or required by the Court. The notice and claim materials will also be available in Spanish on the Settlement Website. The Settlement Website shall provide Class Members with the ability to complete and submit the Claim Form electronically.

5.3.3 Short Notice: Within sixty (60) days after the entry of the Preliminary Approval Order after entry of the Preliminary Approval Order, and subject to the requirements of this Agreement and the Preliminary Approval Order, the Claims Administrator will provide notice to Class Members as follows:

- a) Via U.S. mail and/or email to all Class Members for whom Defendants have an email address or mailing address, or for whom the Claims Administrator can reasonably ascertain a valid

email address for. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Class Members through the United States Postal Service (“USPS”) National Change of Address database to update any change of address on file with the USPS;

- i. In the event that a mailed Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;
- ii. In the event that subsequent to the first mailing of a Short Notice, and at least fourteen (14) days prior to the Opt-Out and Objection Deadline, a Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid, *i.e.*, the envelope is marked “Return to Sender” and does not contain a new forwarding address, the Claims Administrator shall perform a standard skip trace, in the manner that the Claims Administrator customarily performs skip traces, in an effort to attempt to ascertain the current address of the particular Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send the Short Notice within seven (7) days of receiving such information. This shall be the final requirement for mailing.

- b) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period.
- c) Mailing the Short Notice shall be substantially completed not later than seventy-five (75) days after entry of the Preliminary Approval Order (the “Notice Completion Date”).
- d) If, 30 days prior to the Claims Deadline, fewer than five percent (5%) of the Settlement Class have submitted claims, and at the sole discretion of Class Counsel, the Claims Administrator may send a reminder notice, via e-mail, to the Settlement Class.

5.3.4 A toll-free help line shall be made available to provide Class Members with information about the settlement. The Claims Administrator also will provide copies of the forms of Short Notice, Long Notice, and paper Claim Form, as well as this Settlement Agreement, upon request.

5.4 Contemporaneously with seeking Final Approval of the Settlement, Proposed Settlement Class Counsel and Defendants shall cause to be filed with the Court an appropriate affidavit or declaration with respect to complying with this provision of notice.

5.5 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and consistent with the Court’s Preliminary Approval Order. The Notice Program shall commence within sixty (60) days after entry of the Preliminary Approval Order (the “Notice Commencement Date”) and shall be substantially completed within

seventy-five (75) days after entry of the Preliminary Approval Order (the “Notice Completion Date”).

5.6 Proposed Settlement Class Counsel and Defendants’ counsel shall request that after the Notice Program is completed, and the time to file claims has expired, the Court hold a hearing (which may be held remotely) (the “Final Fairness Hearing”) and grant final approval of the settlement set forth herein.

## VI. OPT-OUT PROCEDURES

6.1 Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office Box established by the Claims Administrator. The written notice must clearly manifest a Person’s intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked by the Opt-Out Date.

6.2 Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth in ¶ 6.1 above, referred to herein as “Opt-Outs,” shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement. All Persons falling within the definition of the Settlement Class who do not opt-out of the Settlement Class in the manner set forth in ¶ 6.1 above shall be bound by the terms of this Settlement Agreement, Release, and Judgment entered thereon.

6.3 Within ten (10) days after the Opt-Out Date as approved by the Court, if there have been more than five percent (5%) of the total class submits valid Opt-Outs, Defendants may, by notifying Settlement Class Counsel and the Court in writing, within five (5) business days from the date the Claims Administrator provides written notice to Defendants of the number of Opt-Outs, void this Settlement Agreement. If Defendants void the Settlement Agreement, Defendants shall be obligated to pay all settlement expenses already incurred, excluding any attorneys’ fees, costs, and expenses of Proposed Settlement Class Counsel and

Service Awards and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation.

## VII. OBJECTION PROCEDURES

7.1 Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. Such notice shall state: (i) the objector's full name and address; (ii) the case name and docket number – *In re Avis Rent A Car System, LLC Security Incident Litig.*, No. 2:24-cv-09243 (D.N.J.); (iii) information identifying the objector as a Settlement Class Member, including proof that the objector is a Settlement Class Member (e.g., copy of the objector's settlement notice, copy of original notice of the Data Security Incident, or a statement explaining why the objector believes he or she is a Settlement Class Member); (iv) a written statement of all grounds for the objection, accompanied by any legal support for the objection the objector believes applicable; (v) the identity of any and all counsel representing the objector in connection with the objection; (vi) a statement whether the objector and/or his or her counsel will appear at the Final Fairness Hearing; and (vii) the objector's signature. To be timely, written notice of an objection that substantially complies with ¶ 7.1(i)-(vii) must be mailed, with a postmark date no later than the Objection Date, to the address designated by the Claims Administrator. For all objections mailed to the Claims Administrator, Proposed Settlement Class Counsel will file them with the Court with the Motion for Final Approval of Settlement.

7.2 Although the Court's stated policy is to hear from any class member who attends the Final Fairness Hearing and asks to speak regarding his or her objection to the settlement, the Parties reserve the right to challenge the objection of any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 7.1 as having waived and forfeited any and all rights he or she may

have to appear separately and/or to object to the Settlement Agreement, and assert that such Settlement Class Member is bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Approval of the Settlement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

#### VIII. RELEASES

8.1 Upon sixty (60) days after the Effective Date, each Settlement Class Member, including Plaintiffs, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims. Further, upon the Effective Date, and to the fullest extent permitted by law, each Settlement Class Member, excluding Opt-Outs, but including Plaintiffs, shall directly, indirectly, or in any representative capacity, be permanently barred and enjoined from commencing, prosecuting, or participating in any recovery in any action in this or any other forum (other than participation in this Settlement Agreement as provided herein) in which any of the Released Claims is asserted.

8.2 Upon sixty (60) days after the Effective Date, Defendants shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, the Settlement Class Representatives, the Settlement Class Members, and Proposed Settlement Class Counsel, of all claims based upon the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims, except for enforcement of the Settlement Agreement. Any other claims or defenses Defendants may have against the

Settlement Class Representatives, the Settlement Class Members, and the Proposed Settlement Class Counsel including, without limitation, any claims based upon any retail, banking, debtor-creditor, contractual, or other business relationship with such Persons not based on the institution, prosecution, assertion, settlement, or resolution of the Litigation or the Released Claims are specifically preserved and shall not be affected by the preceding sentence.

8.3 Notwithstanding any term herein, neither Defendants nor the Related Entities shall have or shall be deemed to have released, relinquished or discharged any claim or defense against any Person other than Representative Plaintiffs, each and all of the Settlement Class Members, and Proposed Settlement Class Counsel.

#### **IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES**

9.1 After an agreement had been reached as to the essential terms of a settlement (i.e., Settlement Class benefits), the Parties negotiated the amount of a service award to the Representative Plaintiffs. Subject to Court approval, the Representative Plaintiffs shall seek, and Defendants agrees to pay out of the Settlement Fund, a \$2,500 service award to each Representative Plaintiff. The Claims Administrator shall, from the Settlement Fund, pay the service awards approved by the Court up to the agreed maximum.

9.2 Plaintiffs shall seek an award of attorneys' fees not to exceed 33.33% percent of the Settlement Benefits or \$341,632.50. Plaintiffs shall also seek reimbursement for reasonable out-of-pocket costs and expenses, in an amount not to exceed \$30,000.00. The Claims Administrator shall, from the Settlement Fund, pay the attorneys' fees and expenses award approved by the Court up to the agreed maximum.

9.3 The Claims Administrator shall, from the Settlement Fund, pay the service awards and attorneys' fees and expenses awarded by the Court to Settlement Class Counsel within thirty-five (35) days after the Effective Date. The attorneys'

fees and expenses award will be allocated among Plaintiffs' Counsel. Proposed Settlement Class Counsel shall have the sole discretion to make the fee allocations. Defendants bear no responsibility or liability relating to the allocation of the attorneys' fees and expenses among Plaintiffs' Counsel.

9.4 The finality or effectiveness of the Settlement Agreement shall not depend upon the Court awarding any particular attorneys' fees and expenses award or service award. No order of the Court, or modification or reversal or appeal of any order of the Court concerning the amount(s) of any attorneys' fees and expenses, and/or service awards ordered by the Court to Proposed Settlement Class Counsel or Representative Plaintiffs shall affect whether the Judgment is final or constitute grounds for cancellation or termination of this Settlement Agreement.

#### **X. ADMINISTRATION OF CLAIMS**

10.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.3.1 and 2.3.2. Proposed Settlement Class Counsel and counsel for Defendants shall be given reports as to both claims and distribution, and have the right to challenge the claims and distribution set forth in the reports, including by requesting and receiving, for any approved claim, the name of the Settlement Class Member, a description of the approved claim, including dollar amounts to be paid as Out-of-Pocket Losses, and all supporting documentation submitted. If counsel for the Settling Parties agree that any such claim is improper, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the claim. If the Settling Parties cannot agree on the disposition of a claim, the Settling Parties, upon the election of either Settling Party, will submit the claim for disposition to a jointly agreed upon impartial third-party claim referee for determination. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the above

right of review and challenge and the Dispute Resolution process set forth in ¶ 2.6. All claims agreed to be paid in full by Defendants shall be deemed Valid Claims.

10.2 Checks for Valid Claims shall be mailed and postmarked, and electronic payments shall be issued electronically, within sixty (60) days of the Effective Date, or within thirty (30) days of the date that the claim is approved, whichever is later.

10.3 All Settlement Class Members who fail to timely submit a claim for any benefits hereunder within the time frames set forth herein, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments or benefits pursuant to the settlement set forth herein, but will in all other respects be subject to, and bound by, the provisions of the Settlement Agreement, the releases contained herein and the Judgment.

10.4 No Person shall have any claim against the Claims Administrator, Defendants, Proposed Settlement Class Counsel, Proposed Class Representatives, and/or Defendants' counsel based on distributions of benefits, or the denial of benefits, to Settlement Class Members.

#### **XI. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

11.1 The Effective Date of the settlement shall be conditioned on the occurrence of all of the following events:

- a) The Court has entered the Preliminary Approval Order, as required by ¶ 5.1;
- b) The Court has entered the Judgment granting final approval to the settlement as set forth herein; and
- c) Judgment has become Final, as defined in ¶ 1.14.

11.2 If all conditions specified in ¶ 11.1 hereof are not satisfied and the Effective Date does not occur, the Settlement Agreement shall be terminated unless

Proposed Settlement Class Counsel and Defendants' counsel mutually agree in writing to proceed with the Settlement Agreement.

11.3 Within seven (7) days after the Opt-Out Date, the Claims Administrator shall furnish to Proposed Settlement Class Counsel and to Defendant's counsel a complete list of all timely and valid requests for exclusion (the "Opt-Out List").

11.4 Except as provided in ¶ 6.3, in the event that the Settlement Agreement is not approved by the Court or the settlement set forth in this Settlement Agreement is terminated in accordance with its terms, (a) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (b) the terms and provisions of the Settlement Agreement shall have no further force and effect and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement. Further, notwithstanding any statement in this Settlement Agreement to the contrary, Defendants shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to ¶ 4.1 above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation. In the event any of the releases or definitions set forth in ¶¶ 1.26, 1.28, 1.29, 1.29, 8.1, or 8.2 are not approved by the Court as written, the Settlement Agreement shall be terminated and provisions (a) and (b) of this

paragraph shall apply to the Settling Parties and this Agreement unless Proposed Settlement Class Counsel and Defendant's counsel mutually agree in writing to proceed with the Settlement Agreement.

## **XII. MISCELLANEOUS PROVISIONS**

12.1 The Settling Parties (i) acknowledge that it is their intent to consummate this agreement; and (ii) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Settlement Agreement, and to exercise their best efforts to accomplish the terms and conditions of this Settlement Agreement.

12.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement comprises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Settling Parties each agree that the settlement was negotiated in good faith by the Settling Parties, and reflects a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis. It is agreed that no Party shall have any liability to any other Party as it relates to the Litigation, except as set forth herein.

12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault

or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12.4 The Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

12.5 This Settlement Agreement contains the entire understanding between Defendants and Plaintiffs individually and on behalf of the Settlement Class Members regarding the Litigation settlement and this Agreement, and this Agreement supersedes all previous negotiations, agreements, commitments, understandings, and writings between Defendants and Plaintiffs, including between counsel for Defendants and Proposed Settlement Class Counsel, in connection with the Litigation settlement and this Agreement. Except as otherwise provided herein, each party shall bear its own costs.

12.6 Proposed Settlement Class Counsel, on behalf of the Settlement Class, is expressly authorized by Plaintiffs to take all appropriate actions required or permitted to be taken by the Settlement Class pursuant to the Settlement Agreement to effectuate its terms, and also is expressly authorized to enter into any modifications or amendments to the Settlement Agreement on behalf of the Settlement Class which they deem appropriate in order to carry out the spirit of this Settlement Agreement and to ensure fairness to the Settlement Class.

12.7 Each counsel or other Person executing the Settlement Agreement on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

12.8 The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

12.9 The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

12.10 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement.

12.11 All dollar amounts are in United States dollars (USD).

12.12 Cashing a settlement check (paper or electronic) is a condition precedent to any Settlement Class Member's right to receive monetary settlement benefits. All settlement checks shall be void ninety (90) days after issuance and shall bear the language: "This check must be cashed within ninety (90) days, after which time it is void." If a check becomes void, the Settlement Class Member shall have until six months after the Effective Date to request re-issuance. If no request for re-issuance is made within this period, the Settlement Class Member will have failed to meet a condition precedent to recovery of monetary settlement benefits, the Settlement Class Member's right to receive monetary relief shall be extinguished, and Defendants shall have no obligation to make payments to the Settlement Class Member under ¶¶ 2.3.1 and/or 2.3.2 or any other type of monetary relief. The same provisions shall apply to any re-issued check. For any checks that are issued or re-issued for any reason more than one hundred eighty (180) days from the Effective

Date, requests for further re-issuance will not be honored after such checks become void.

12.13 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Settlement Agreement.

12.14 It is hereby agreed and understood that Settling Parties shall not, directly or indirectly, by word or by deed, disparage the name, reputation, character, services or products of the other Parties or make or solicit any comments, statements or the like to the media or other third parties that would reasonably be considered to be derogatory or detrimental to the good name or business reputation of any other Party.

IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed.

**Plaintiff, Brooke Pestano**

Brooke Pestano

**Defendant, Avis Rent A Car System, LLC**

By: Jean Sera

Its: SVP & GC

**Plaintiff, Jason Shay**

Jason Shay

**Defendant, Avis Budget Group, Inc.**

By: Jean Sera

Its: SVP & GC

**Plaintiff, Chase Schachenman**

\_\_\_\_\_

Date, requests for further re-issuance will not be honored after such checks become void.

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IN WITNESS WHEREOF, the parties hereto have caused the Settlement Agreement to be executed.

**Plaintiff, Brooke Pestano**

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**Plaintiff, Jason Shay**

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**Plaintiff, Chase Schachenman**

\_\_\_\_\_ *Chase Schachenman*

**Defendant, Avis Rent A Car System, LLC**

By:           *Jean Sera*          

Its:           SVP & GC          

**Defendant, Avis Budget Group, Inc.**

By:           *Jean Sera*          

Its:           SVP & GC

**Plaintiff, Jason Bundrik**

\_\_\_\_\_

**Plaintiff, Bill D. Thomas**

  
\_\_\_\_\_

**ORRICK, HERRINGTON &  
SUTCLIFFE LLP**

/s/ Aravind Swaminathan  
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aswaminathan@orrick.com

**Plaintiff, Tanisorn Tatiyaratana**

\_\_\_\_\_

*Attorneys for Defendants*

**Plaintiff, Michael Beauchane**

\_\_\_\_\_

**Plaintiff, Joe Lopez**

\_\_\_\_\_

**Plaintiff, Katrina Robertson**

\_\_\_\_\_

**Plaintiff, Brian Harris**

Brian L Harris  
\_\_\_\_\_

**Plaintiff, Jason Bundrik**

Jason Bundrik

**Plaintiff, Bill D. Thomas**

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**ORRICK, HERRINGTON &  
SUTCLIFFE LLP**

/s/ Aravind Swaminathan

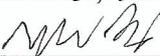
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**Plaintiff, Tanisorn Tatiyaratana**

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*Attorneys for Defendants*

**Plaintiff, Michael Beauchane**

  
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**Plaintiff, Joe Lopez**

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**Plaintiff, Katrina Robertson**

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**Plaintiff, Brian Harris**

Brian L Harris

**Plaintiff, Jason Bundrik**

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**Plaintiff, Bill D. Thomas**

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**Plaintiff, Tanisorn Tatiyaratana**

Tanisorn Tatiyaratana

Tanisorn Tatiyaratana (Nov 13, 2025 13:29:43 CST)

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**Plaintiff, Michael Beauchane**

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**Plaintiff, Joe Lopez**

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**Plaintiff, Katrina Robertson**

\_\_\_\_\_

**Plaintiff, Brian Harris**

Brian L. Harris

\_\_\_\_\_

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*Attorneys for Defendants*

**Plaintiff, Jason Bundrik**

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**Plaintiff, Bill D. Thomas**

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**Plaintiff, Tanisorn Tatiyaratana**

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**Plaintiff, Michael Beauchane**

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**Plaintiff, Joe Lopez**

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**Plaintiff, Katrina Robertson**

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**Plaintiff, Brian Harris**

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**Plaintiff, Jason Bundrik**

\_\_\_\_\_

**Plaintiff, Bill D. Thomas**

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**Plaintiff, Tanisorn Tatiyaratana**

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**Plaintiff, Michael Beauchane**

\_\_\_\_\_

**Plaintiff, Joe Lopez**

\_\_\_\_\_

**Plaintiff, Katrina Robertson**

  
\_\_\_\_\_

**Plaintiff, Brian Harris**

*Brian L Harris*  
\_\_\_\_\_

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/s/

M. Anderson Berry WSBA No. 63160

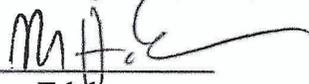
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Marc Edelson

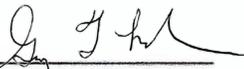
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*Attorneys for Plaintiffs and the  
Settlement Class*

# Settlement Agreement

Final Audit Report

2025-11-05

Created:	2025-11-05
By:	Cherie Cornfield (ccornfield@sirillp.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAcbBEGSuBHRZANDIce1KEYKELZuUvrXe-

## "Settlement Agreement" History

-  Document created by Cherie Cornfield (ccornfield@sirillp.com)  
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# Avis - Settlement Agreement

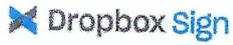
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2025-11-13

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By:	Jennifer Duran (jduran@4-justice.com)
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# In re Avis Security Incident - Final

Final Audit Report

2025-11-03

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2025-11-03 - 10:01:39 PM GMT

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Final Audit Report

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## "1111" History

-  Document created by Cherie Cornfield (ccornfield@sirillp.com)  
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-  Agreement completed.  
2025-11-06 - 3:00:19 PM GMT

# **EXHIBIT A**

**Your claim must be submitted online or postmarked by:**  
**<<Claims Deadline>>**

**CLAIM FORM**

*In re: Avis Rent A Car Security System, LLC Security Incident Litigation,*  
Case No. 2:24-cv-09243  
United States District Court for the District of New Jersey

**AVIS-C**

**GENERAL INSTRUCTIONS**

If your Private Information was compromised in a Data Security Incident detected experienced by Avis Rent a Car System, LLC and Avis Budget Group, Inc. (“Avis”) from on or about August 3, 2024 through on or about August 6, 2024, you may submit a claim for settlement benefits, outlined below. Please refer to the Long-Form Notice posted on the Settlement Website [www.website.com](http://www.website.com), for more information on submitting a Claim Form.

**To receive compensation for Out-of-Pocket Losses or a cash payment, you MUST submit the Claim Form below, which can also be done electronically at [www.website.com](http://www.website.com) by <<Claims Deadline>>**

This Claim Form may also be mailed to the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any supporting documentation, by U.S. mail to:

**Avis Data Security Incident Litigation**  
c/o [NAME AND ADDRESS]

**You may submit a claim for the following benefits:**

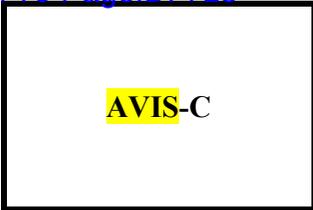
- 1) **Out-of-Pocket Expense Reimbursement:** Compensation from the Settlement Fund up to a total of \$1,000.00 upon submission of an Approved Claim and supporting documentation, for Out-of-Pocket Losses incurred as a result of the Data Security Incident; and

**Pro Rata Cash Payment:** The remainder amount of the Settlement Fund allocated for Settlement Class Member benefits will be distributed as a residual *pro rata* cash payment to Settlement Class Members who submit a Valid Claim for this benefit using the Claim Form.

Your claim must be submitted online or postmarked by: <<Claims Deadline>>

CLAIM FORM

In re: Avis Rent A Car Security System, LLC Security Incident Litigation, Case No. 2:24-cv-09243 United States District Court for the District of New Jersey



I. SETTLEMENT CLASS MEMBER NAME AND CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this Claim Form.

First Name Last Name

Address 1

Address 2

City State Zip Code

Email Address (optional): @

Telephone Number: ( ) -

II. PROOF OF DATA INCIDENT SETTLEMENT CLASS MEMBERSHIP

Check this box to certify that you are an individual whose Private Information was compromised in the data incident Avis experienced between on or about August 3, 2024 through on or about August 6, 2024. Private Information includes names plus driver's license information, credit card numbers and expiration dates, dates of birth, and/or phone numbers.

Enter the Settlement Class Member ID number provided on your Short Notice, or if you did not receive a Short Notice, the last four digits of your Social Security Number:

Settlement Class Member ID : 0 0 0 0 0

III. REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

Settlement Class Members may submit a claim up to a total of \$1,000.00 for documented out-of-pocket expenses fairly traceable to the Data Security Incident. These claims are subject to a potential pro rata decrease depending on how many Settlement Class Members make Valid Claims for out-of-pocket expense reimbursement and the amount of those claims.

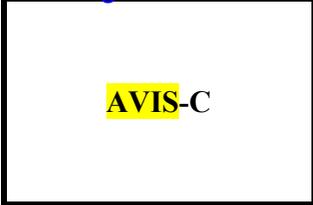
Out-of-Pocket Expenses incurred as a direct result of the Data Security Incident, including but not limited to:

- (i) the loss is an actual, documented, and unreimbursed monetary loss;
(ii) the loss was more likely than not caused by the Data Security Incident;

**Your claim must be submitted online or postmarked by:**  
 <<Claims Deadline>>

**CLAIM FORM**

*In re: Avis Rent A Car Security System, LLC Security Incident Litigation,*  
 Case No. 2:24-cv-09243  
 United States District Court for the District of New Jersey



- (iii) the loss occurred between August 3, 2024, and the Claims Deadline; and
- (iv) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

**You must submit documentation to obtain this reimbursement.**

I have attached documentation showing that the claimed losses were more likely than not caused by the Data Security Incident. I have submitted reasonable documentation supporting my claims. This can include receipts or other documentation that document the costs incurred, but does not include documentation that is “self-prepared”. “Self-prepared” documents, such as handwritten receipts, are, by themselves, insufficient to receive reimbursement, but can be considered to add clarity or support to other submitted documentation.

Cost Type (Fill all that apply)	Approximate Date of Out-of-Pocket Expense	Amount of Out-of-Pocket Expense	Description of Supporting Reasonable Documentation (Identify what you are attaching and why)
Example: Identity Theft Protection Service	0 7/17/25 (mm/dd/yy)	\$50.00	Copy of identity theft protection service bill
	____/____/____ (mm/dd/yy)	\$ _____.	
	____/____/____ (mm/dd/yy)	\$ _____.	
	____/____/____ (mm/dd/yy)	\$ _____.	

**IV. PRO RATA SETTLEMENT FUND REMAINDER CASH PAYMENT**

If you wish to receive a share of the *Pro Rata* Cash Payment, you may check off the box for this section, and then simply return this Claim Form.

You may request this benefit even if you did not incur Out-of-Pocket Expenses caused by the Data Incident. Claimants who submit a claim of Out-Of-Pocket Expenses will automatically be deemed to have submitted a claim for a share of the Settlement Remainder.

**Your claim must  
be submitted online  
or postmarked by:**  
**<<Claims  
Deadline>>**

**CLAIM FORM**

*In re: Avis Rent A Car Security System, LLC Security Incident  
Litigation,*  
Case No. 2:24-cv-09243  
United States District Court for the District of New Jersey

**AVIS-C**

**V. PAYMENT SELECTION**

**Select one of the following payment options:**

- PayPal  Venmo  Zelle  Check\*

Please provide the email address or phone number associated with your PayPal, Venmo or Zelle account:

\_\_\_\_\_  
*\*Payment will be mailed to the address provided in Section I above.*

**VI. ATTESTATION & SIGNATURE**

I swear and affirm under the laws the United States that the information I have supplied in this Claim Form is true and correct to the best of my recollection, and that this form was executed on the date set forth below.

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

# **EXHIBIT B**

**NOTICE OF CLASS ACTION AND PROPOSED SETTLEMENT**  
**United States District Court for the District of New Jersey**

*In re: Avis Rent A Car Security System, LLC Security Incident Litigation,*  
**Case No. 2:24-cv-09243**

*This is not a solicitation from a lawyer, junk mail, or an advertisement. A Court authorized this Long Notice (“Notice”).*

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**If Avis Rent a Car System, LLC or Avis Budget Group, Inc. (“Avis”) Notified You That Your Personal Information Was Impacted In a Data Security Incident Avis Experienced Between August 3, 2024 and August 6, 2024, You May be Eligible for Benefits from a Class Action Settlement.**

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- A proposed settlement has been reached in a class action lawsuit known as *In re: Avis Rent A Car Security System, LLC Security Incident Litigation*, Case No. 2:24-cv-09243 filed in the United States District Court for the District of New Jersey.
- This Litigation alleges that between on or about August 3, 2024 through on or about August 6, 2024, Avis experienced a security incident (“Data Security Incident”) and that, as a result, certain personally identifiable information, including names, driver’s license information, credit card numbers and expiration dates, dates of birth, and phone numbers (“Private Information”) were exfiltrated. Avis disagrees with Plaintiffs’ claims and denies any wrongdoing.
- All Settlement Class Members who submit a Valid Claim can receive the following benefits from the settlement:
  - ❖ **Out-of-Pocket Expense Reimbursement:** All Settlement Class Members who have suffered a proven monetary loss and who submit a Valid Claim for this benefit using the Claim Form are eligible for reimbursement up to a total of \$1,000.00 incurred as a result of the Data Security Incident, subject to a potential pro rata decrease depending on how many Settlement Class Members make Valid Claims for out-of-pocket expense reimbursement and the amount of those claims;
  - ❖ **Pro Rata Cash Payment:** Any Settlement Remainder will be distributed as a residual *pro rata* cash payment to Settlement Class Members who submit a Valid Claim for this benefit using the Claim Form.
- You are a Settlement Class Member if you are a United States Resident whose Private Information was compromised in the Data Security Incident.

Your legal rights are affected regardless of whether you do or do not act.

**Read this Notice carefully.**

Questions? Go to [www.website.com](http://www.website.com) or call [\(XXX\) XXX-XXXX](tel:(XXX) XXX-XXXX)

<b>YOUR LEGAL RIGHTS &amp; OPTIONS IN THIS SETTLEMENT</b>	
<b>Submit a Claim</b>	<p><b>The only way to get a reimbursement and/or compensation.</b></p> <p>Claim Forms must be submitted online by [INSERT] or, if mailed, <b>postmarked no later than [INSERT]</b>.</p>
<b>Do Nothing</b>	<p>If you do nothing, you remain in the settlement.</p> <p>You give up your rights to sue, and you will not get any money.</p>
<b>Exclude Yourself</b>	<p><b>Get out of the settlement. Get no money. Keep your rights.</b></p> <p>This is the only option that allows you to keep your right to sue about the claims in this lawsuit. You will not get any money from the settlement.</p> <p>Your request to exclude yourself must be postmarked no later than [INSERT].</p>
<b>File an Objection</b>	<p>Stay in the Settlement but tell the Court why you think the Settlement should not be approved.</p> <p>Objections must be postmarked no later than [INSERT].</p>
<b>Go to a Hearing</b>	<p>You can ask to speak in Court about the fairness of the settlement, at your own expense. <i>See</i> Question 18 for more details.</p> <p>The Final Fairness Hearing is scheduled for [INSERT].</p>

## WHAT THIS NOTICE CONTAINS

### **Basic Information ..... Pages 4-5**

1. How do I know if I am affected by the Litigation and settlement?
2. What is this Litigation about?
3. Why is there a settlement?
4. Why is this a class action?
5. How do I know if I am included in the settlement?

### **The Settlement Benefits ..... Pages 5-6**

6. What does this settlement provide?
7. How to submit a claim?
8. What am I giving up as part of the settlement?
9. Will the Representative Plaintiff receive compensation?

### **Exclude Yourself ..... Page 6-7**

10. How do I exclude myself from the settlement?
11. If I do not exclude myself, can I sue later?

### **The Lawyers Representing You ..... Page 7**

12. Do I have a lawyer in the case?
13. How will the lawyers be paid?

### **Objecting to the Settlement ..... Page 7-8**

14. How do I tell the Court that I do not like the settlement?
15. What is the difference between objecting and asking to be excluded?

### **The Final Fairness Hearing ..... Page 8-9**

16. When and where will the Court decide whether to approve the settlement?
17. Do I have to come to the hearing?
18. May I speak at the hearing?

### **Do Nothing ..... Page 9**

19. What happens if I do nothing?

### **Get More Information ..... Page 10**

20. How do I get more information about the settlement?
21. What if my contact information changes or I no longer live at my address?

## BASIC INFORMATION

### 1. How do I know if I am affected by the Litigation and settlement?

You are a Settlement Class Member if you are a United States Resident whose Private Information was compromised in the Data Security Incident Avis experienced between August 3, 2024 and August 6, 2024.

The Settlement Class specifically excludes: all persons who are directors or officers of Defendants, the Judge assigned to the Action, and that Judge's immediate family and Court staff any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Security Incident or who pleads *nolo contendere* to any such charge.

This Notice explains the nature of the lawsuit and claims being settled, your legal rights, and the benefits to the Settlement Class.

### 2. What is this Litigation about?

This case is known as *In re: Avis Rent A Car Security System, LLC Security Incident Litigation*, Case No. 2:24-cv-09243 filed in the United States District Court for the District of New Jersey. The individuals who sued are called the "Plaintiffs" and the company they sued, Avis, is known as the "Defendants" in this case. Avis will be called "Defendants" in this Notice. Plaintiffs filed a lawsuit against Defendants, individually, and on behalf of anyone whose Private Information was compromised as a result of the Data Security Incident.

This Litigation alleges that between on or about August 3, 2024 through on or about August 6, 2024, Avis experienced a security incident ("Data Security Incident") and that, as a result, certain personally identifiable information, including names, driver's license information, credit card numbers and expiration dates, dates of birth, and phone numbers ("Private Information") were exfiltrated. Avis disagrees with Plaintiffs' claims and denies any wrongdoing.

### 3. Why is there a settlement?

By agreeing to settle, both sides avoid the cost, disruption, and distraction of further litigation. The Representative Plaintiffs, Defendants, and their attorneys believe the proposed settlement is fair, reasonable, and adequate and, thus, best for the Settlement Class Members. The Court did not decide in favor of the Plaintiffs or Defendants. Full details about the proposed settlement are found in the Settlement Agreement available at [INSERT].

### 4. Why is this a class action?

In a class action, one or more people called "Representative Plaintiff(s)" sue on behalf of all people who have similar claims. All these people together are the "Settlement Class" or "Settlement Class Members."

### 5. How do I know if I am included in the settlement?

You are included in the settlement if your Private Information was compromised in the Data Security Incident Avis experienced between August 3, 2024 and August 6, 2024. If you are not sure whether you are included as a Settlement Class Member, or have any other questions about the settlement, visit [INSERT], call toll-free [INSERT], or write to **Avis Data Security Incident Litigation**, c/o [NAME AND ADDRESS].

Questions? Go to **www.website.com** or call **(XXX) XXX-XXXX**

## THE SETTLEMENT BENEFITS

### 6. What does this Settlement provide?

The proposed settlement will provide the following benefits to Settlement Class Members:

**Documented Out-of-Pocket Expense Reimbursement:** All members of the Settlement Class who have suffered a proven monetary loss and who submit a Valid Claim using the Claim Form are eligible for reimbursement up to \$1,000.00 if:

- (1) the loss is an actual, documented, and unreimbursed monetary loss;
- (2) the loss was more likely than not caused by the Data Security Incident;
- (3) the loss occurred between August 3, 2024, and the Claims Deadline; and
- (4) the Settlement Class Member made reasonable efforts to avoid, or seek reimbursement for, the loss, including but not limited to exhaustion of all available credit monitoring insurance and identity theft insurance.

To receive reimbursement for any of the above-referenced out-of-pocket expenses, Settlement Class Members must submit a timely and Valid Claim, including necessary supporting documentation, to the Claims Administrator. Failure to provide supporting documentation of the out-of-pocket expenses referenced above, as requested on the Claim Form, shall result in the denial of a claim. Valid Claims for out-of-pocket expense reimbursement are subject to a potential *pro rata* decrease depending on how many Settlement Class Members make Valid Claims for out-of-pocket expense reimbursement and the amounts of those claims.

**Pro Rata Cash Payment:** The remainder amount of the Settlement Fund allocated for Settlement Class Member benefits (i.e. the funds that remain after paying (1) all Valid Claims for out-of-pocket expense reimbursement; (2) all Costs of Claims Administration; (3) any incentive payments approved by the Court to the Representative Plaintiffs; and (4) attorneys' fees and costs as approved by the Court) will be distributed to Settlement Class Members on a *pro rata* basis.

### 7. How to submit a claim?

All claims will be reviewed by the Claims Administrator. You must file a Claim Form to get any reimbursement or other cash payment from the proposed settlement. You may submit your Claim Form online at [www.website.com](http://www.website.com) or by mail to **Avis Data Security Incident Litigation**, c/o **[NAME AND ADDRESS]**. Read the Claim Form instructions carefully, fill out the Claim Form, provide the required documentation, and submit online by **<<Claims Deadline>>** or by mail **postmarked by <<Claims Deadline>>**.

### 8. What am I giving up as part of the settlement?

If you stay in the Settlement Class, you will be eligible to receive benefits, but you (and your heirs, executors, administrators, representatives, agents, partners, successors, attorneys, and assigns) will not be able to sue Avis and its Related Entities or Released Persons. Related entities means Avis's respective past or present parents, subsidiaries, divisions, and related or affiliated entities, and each of their respective predecessors and successors. Released Persons means Avis and its Related Entities and each of its and their respective

Questions? Go to [www.website.com](http://www.website.com) or call **(XXX) XXX-XXXX**

directors, officers, employees, principals, agents, attorneys, insurers, and reinsurers, and includes, without limitation, Avis Rent a Car System, LLC or Avis Budget Group, Inc., and any Person related to any such entity who is, was, or could have been named as a defendant in any of the actions in the Litigation, other than any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Security Incident or who pleads *nolo contendere* to any such charge. The Settlement Agreement, which includes all provisions about Released Claims, releases, and Released Persons, is available at [INSERT WEBSITE]

The only way to keep the right to sue is to exclude yourself (*see* Question 10), otherwise you will be included in the Settlement Class, if the Settlement is approved, and you give up the right to sue for the claims in this case.

**9. Will the Representative Plaintiff receive compensation?**

Yes. The Representative Plaintiffs will seek a service award of up to \$2,500.00 per person, to compensate them for their services and efforts in bringing the lawsuit. The Court will make the final decision as to the amount, if any, to be paid to the Representative Plaintiffs.

**EXCLUDE YOURSELF**

**10. How do I exclude myself from the settlement?**

If you do not want to be included in the settlement, you must send a timely written request for exclusion. Your request for exclusion must be individually signed by you. Your request must clearly manifest your intent to be excluded from the settlement.

Your written request for exclusion must be postmarked no later than [Opt-Out Date] to:

Avis Data Security Incident Litigation  
[INSERT CLAIMS ADMIN]  
[INSERT]

Instructions on how to submit a request for exclusion are available at [INSERT WEBSITE] or from the Claims Administrator by calling (XXX) XXX-XXXX.

If you exclude yourself, you will not be able to receive any settlement benefits from the settlement, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit and you will keep your right to sue the Defendant on your own for the claims that this settlement resolves.

**11. If I do not exclude myself, can I sue later?**

No. If you do not exclude yourself from the settlement, and the settlement is approved by the Court, you forever give up the right to sue the Released Persons (listed in Question 8) for the claims this settlement resolves.

**THE LAWYERS REPRESENTING YOU**

**12. Do I have a lawyer in the case?**

Yes. The Court has appointed Anderson Berry and Gregory Haroutunian of Emery Reddy PLLC, Marc Edelson and Liberato Verderame of Edelson Lechtzin LLP, Gary Lynch of Lynch Carpenter LLP, and Jack

Questions? Go to [www.website.com](http://www.website.com) or call (XXX) XXX-XXXX

Ryan Spitz of Siri & Glimstad LLP (collectively called “Proposed Settlement Class Counsel”) to represent the interests of all Settlement Class Members in this case. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**13. How will the lawyers be paid?**

Class Counsel will apply to the Court for an award of attorneys’ fees up to \_\_\_\_\_ percent ( \_\_\_ %) of the Settlement Fund (\$1,025,000.00), as well as up to \$ \_\_\_\_\_ in unreimbursed costs and litigation expenses. A copy of the Proposed Settlement Class Counsel’s application for attorneys’ fees, costs, and expenses will be filed with the Court no later than [45 days after Notice Commencement Date] and posted on the Settlement Website, [INSERT WEBSITE], before the Final Fairness Hearing. The Court will make the final decisions as to the amounts to be paid to Proposed Settlement Class Counsel and may award less than the amount requested by Proposed Settlement Class Counsel.

**OBJECTING TO THE SETTLEMENT**

**14. How do I tell the Court that I do not like the settlement?**

If you want to tell the Court that you do not agree with the proposed settlement or some part of it, you can submit an objection telling it why you do not think the settlement should be approved. All written objections and supporting papers must be submitted **ONLY TO THE COURT, postmarked by no later than [Objection Date]** and include the following:

- a. clearly identify the case name and number (*In re: Avis Rent A Car Security System, LLC Security Incident Litigation*, Case No. 2:24-cv-09243);
- b. state the objector’s full name, address, telephone number (if any), and email address (if any);
- c. provide information identifying the objector as a Settlement Class Member;
- d. include a written statement of the grounds for objection, accompanied by any legal support the objector wishes to submit;
- e. state the number of times the objector has objected to a class action settlement within the past 3 years preceding the date that the objector files the objection including the case name, court, and docket number of each case in which the objector has made such an objection;
- f. confirm whether the objector or a lawyer representing the objector intends to personally appear and/or testify at the Final Approval Hearing; and
- g. include the objector’s signature or the signature of the objector’s duly authorized lawyer or representative.
- h. Each objection must be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the District of New Jersey or by mailing them to the address below, and be filed or postmarked on or before the deadline established by the Court.

<b>Clerk of the Court</b>
United States District Court District of New Jersey Martin Luther King Building 50 Walnut Street Newark, NJ 07102

All objections will be scanned into the electronic case docket, and the parties will receive electronic notices of all filings. If you do not submit your objection with all requirements, or if your objection is not filed or postmarked by [Objection Date], you will be considered to have waived all objections and will not be entitled to speak at the Final Fairness Hearing.

**15. What is the difference between objecting and asking to be excluded?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you don't want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

**THE FINAL FAIRNESS HEARING**

**16. When and where will the Court decide whether to approve the settlement?**

The Court will hold the Final Fairness Hearing at [INSERT DATE, TIME, LOCATION]. The date may change without further notice to the Settlement Class, so please check the [WEBSITE], the Court's PACER site at <https://ecf.njd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07102, between 9:00 a.m. and 4:00 p.m. ET, Monday through Friday, excluding Court holidays, to confirm that the date has not been changed.

At the hearing, the Court will consider whether the proposed settlement is fair, reasonable, adequate, and is in the best interests of Settlement Class Members, and if it should be approved. If there are valid objections, the Court will consider them and will listen to people who have asked to speak at the hearing if the request was made properly. The Court will also consider the award of Attorneys' Fees, Costs, and Expenses to Class Counsel and the request for a service award to the Representative Plaintiff.

**17. Do I have to come to the hearing?**

No. You are not required to come to the Final Fairness Hearing. However, you are welcome to attend the hearing at your own expense.

If you submit an objection, you do not have to come to the hearing to talk about it. If your objection was submitted properly and on time, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but that is not necessary.

**18. May I speak at the hearing?**

Yes. You can speak at the Final Fairness Hearing, but you must ask the Court for permission. To request permission to speak, you must file an objection according to the instructions in Question 14, including all the information required. You cannot speak at the hearing if you exclude yourself from the settlement.

**DO NOTHING**

**19. What happens if I do nothing?**

If you do nothing, you will not receive any money from the Settlement. You will also give up your right to sue for the claims in this case and will release the claims against Defendant as described in Question 8.

**GET MORE INFORMATION**

**20. How do I get more information about the Settlement?**

*This Notice is only a summary of the proposed settlement.* If you want additional information about this lawsuit, including a copy of the Settlement Agreement, the Complaint, the Court’s Preliminary Approval Order, Proposed Settlement Class Counsel’s application for attorneys’ fees and expenses, and more, please visit [INSERT WEBSITE] or call [INSERT PHONE]. You may also contact the Claims Administrator at Avis Data Security Incident Litigation, c/o [NAME AND ADDRESS], or Class Counsel at [email address and phone number].

**21. What if my contact information changes or I no longer live at my address?**

It is your responsibility to inform the Claims Administrator of your updated information. You may do so by visiting the Contact Us section of [www.website.com](http://www.website.com) or at the address below:

**Avis Data Security Incident Litigation**  
c/o [NAME AND ADDRESS]

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

# EXHIBIT C

From Email Address: «Claims Administrator Email Address»  
From Email Name: Avis Data Security Incident Litigation Claims Administrator  
Subject Line: In re Avis Rent A Car Security System, LLC Security Incident Litigation

---

«Settlement Class Member Name»

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

A proposed Settlement has been reached in a class action lawsuit known as *In re: Avis Rent A Car Security System, LLC Security Incident Litigation*, Case No. 2:24-cv-09243 (“Litigation”), filed in the United States District Court for District of New Jersey.

### WHAT IS THIS ABOUT?

This Litigation alleges that between on or about August 3, 2024 through on or about August 6, 2024, Avis experienced a security incident (“Data Security Incident”) and that, as a result, certain personally identifiable information, including names, driver’s license information, credit card numbers and expiration dates, dates of birth, and phone numbers (“Private Information”) were exfiltrated. Avis disagrees with Plaintiffs’ claims and denies any wrongdoing.

### WHO IS A SETTLEMENT CLASS MEMBER?

You are a Settlement Class Member if you are a United States Resident whose Private Information was compromised in the Data Security Incident.

### WHAT ARE THE BENEFITS?

The settlement provides the following benefits:

- **Out-of-Pocket Expense Reimbursement:** All Settlement Class Members who have suffered a proven monetary loss and who submit a Valid Claim for this benefit using the Claim Form are eligible for up to \$1,000.00, incurred as a result of the Data Security Incident, subject to a potential pro rata decrease depending on how many Settlement Class Members make Valid Claims for out-of-pocket expense reimbursement and the amount of those claims;
- **Pro Rata Cash Payment:** Any Settlement Remainder will be distributed as a residual *pro rata* cash payment to Settlement Class Members who submit a Valid Claim for this benefit using the Claim Form.

### HOW DO I MAKE A CLAIM?

You must file a Claim Form by <<Claims Deadline>> to obtain the Out-of-Pocket Expense Reimbursement or *Pro Rata* Cash Payment from the settlement, either by mail postmarked and mailed to the Claims Administrator's address below, or online at [www.website.com](http://www.website.com)

**SUBMIT YOUR CLAIM**

### WHAT ARE MY OTHER RIGHTS?

**Do nothing:** If you do nothing, you will remain part of the settlement and give up your right to sue Avis about the claims in this case. However, you will not receive any monetary benefits from the settlement unless you submit a valid Claim Form.

**Exclude yourself:** You can get out of the settlement and keep your right to sue Avis related to the Data Security Incident, but you will not receive any compensation from the settlement. You must submit a valid and timely request for exclusion to the Claims Administrator by <<Opt-Out Date>>.

**Object:** You can stay in the settlement but tell the Court why you think the settlement should not be approved. Objections must be submitted by <<Objection Date>>.

Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website below. The Court will hold the Final Fairness Hearing at <<Date>> at <<Time>> a.m./p.m. ET to consider whether the proposed settlement is fair, reasonable, and adequate, to consider attorneys' fees up to [redacted] percent ( [redacted] %) of the Settlement Fund (\$1,025,000.00), plus up to \$ [redacted] in unreimbursed litigation costs and expenses, and a service award of \$2,500.00 to each named Representative Plaintiff in this Litigation, and to consider whether and if it should be approved. You may attend this hearing but are not required to. The date may change without further notice to the Settlement Class, so please check the [www.website.com](http://www.website.com), the Court's PACER site at <https://ecf.njd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07102, between 9:00 a.m. and 4:00 p.m. ET, Monday through Friday, excluding Court holidays, to confirm that the date has not been changed.

### GETTING MORE INFORMATION

***This Notice is only a summary.*** For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other documents, or to change or update your contact information, visit the Settlement Website at [www.website.com](http://www.website.com), or call (XXX) XXX-XXXX. You may also contact the Claims Administrator at **Avis Data Security Incident Litigation**, c/o [NAME], Class Counsel at [email address and phone number].

*Unsubscribe*

**A proposed Settlement has been reached in a class action lawsuit known as In re: Avis Rent A Car Security System, LLC Security Incident Litigation, Case No. 2:24-cv-09243 (“Litigation”), filed in the United States District Court for District of New Jersey.**

This Notice is only a Summary.

For complete information, please visit **WEBSITE** or scan the QR code below:

«QR Code  
Placeholder»

Avis Data Security Incident Litigation  
c/o Claims Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

«ScanString»

Postal Service: Please do not mark barcode

Notice ID: «Notice ID»

Confirmation Code: «Confirmation Code»

«FirstName» «LastName»

«Address1»

«Address2»

«City», «StateCd» «Zip»

«CountryCd»

**What is this about?** This Litigation alleges that between, more or about August 3, 2024 through on or about August 6, 2024, Avis experienced a security incident ("Data Security Incident") and that, as a result, certain personally identifiable information, including names, driver's license information, credit card numbers and expiration dates, dates of birth, and phone numbers ("Private Information") were exfiltrated. Avis disagrees with Plaintiffs' claims and denies any wrongdoing.

**Who is a Settlement Class Member?** You are a Settlement Class Member if you are a United States Resident whose Private Information was compromised in the Data Security Incident.

**What are the benefits?** The settlement provides the following benefits:

- **Out-of-Pocket Expense Reimbursement:** All Settlement Class Members who have suffered a proven monetary loss and who submit a Valid Claim for this benefit using the Claim Form are eligible for up to \$1,000.00, incurred as a result of the Data Security Incident, subject to a potential *pro rata* decrease depending on how many Settlement Class Members make Valid Claims for out-of-pocket expense reimbursement and the amount of those claims;
- **Pro Rata Cash Payment:** Any Settlement Remainder will be distributed as a residual *pro rata* cash payment to Settlement Class Members who submit a Valid Claim for this benefit using the Claim Form.

**How do I make a claim?** You must file a Claim Form by <<Claims Deadline>> to obtain the Out-of-Pocket Expense Reimbursement or *Pro Rata* Cash Payment from the settlement, either by mail postmarked and mailed to the Claims Administrator's address below, or online at [www.website.com](http://www.website.com)

**What are my other rights?**

**Do nothing:** If you do nothing, you will remain part of the settlement and give up your right to sue Avis about the claims in this case. However, you will not receive any monetary benefits from the settlement unless you submit a valid Claim Form.

**Exclude yourself:** You can get out of the settlement and keep your right to sue Avis related to the Data Security Incident, but you will not receive any compensation from the settlement. You must submit a valid and timely request for exclusion to the Claims Administrator by <<Opt-Out Date>>.

**Object:** You can stay in the settlement but tell the Court why you think the settlement should not be approved. Objections must be submitted by <<Objection Date>>.

Detailed instructions on how to file a claim, get additional credit monitoring, exclude yourself, or object are on the Settlement Website below. The Court will hold the Final Fairness Hearing at <<Date>> at <<Time>> a.m./p.m. ET to consider whether the proposed settlement is fair, reasonable, and adequate, to consider attorneys' fees up to \_\_\_\_\_ percent (\_\_\_\_%) of the Settlement Fund (\$1,025,000.00), plus up to \$\_\_\_\_\_ in unreimbursed litigation costs and expenses, and a service award of \$2,500.00 to each named Representative Plaintiff in this Litigation, and to consider whether and if it should be approved. You may attend this hearing but are not required to. The date may change without further notice to the Settlement Class, so please check the [www.website.com](http://www.website.com), the Court's PACER site at <https://ecf.njd.uscourts.gov/>, or by visiting the office of the Clerk of the Court for the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07102, between 9:00 a.m. and 4:00 p.m. ET, Monday through Friday, excluding Court holidays, to confirm that the date has not been changed.

**More information. This Notice is only a summary.** For more information, including a copy of the Settlement Agreement, Long Form Notice, Claim Form, and other documents, or to change or update your contact information, visit the Settlement Website at [www.website.com](http://www.website.com), or call (XXX) XXX-XXXX. You may also contact the Claims Administrator at [Avis Data Security Incident Litigation, c/o \[NAME\]](mailto:Avis Data Security Incident Litigation, c/o [NAME]), Class Counsel at [email address and phone number]

# **EXHIBIT D**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

In re Avis Rent A Car System, LLC  
Security Incident Litigation

Case No. 2:24-CV-09243-JXN-MAH

**[PROPOSED] PRELIMINARY  
APPROVAL ORDER**

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This matter is before the Court for consideration of whether the Settlement Agreement<sup>1</sup> reached by the Parties should be preliminarily approved, the proposed Settlement Class preliminarily certified, and the proposed plan for notifying the Settlement Class approved. Having reviewed the proposed Settlement Agreement, together with its exhibits, and based upon the relevant papers and all prior proceedings in this matter, the Court has determined the proposed Settlement Agreement satisfies the criteria for preliminary approval, the proposed Settlement Class should be preliminarily certified, and the proposed notice plan approved. Accordingly, good cause appearing in the record, **IT IS HEREBY ORDERED THAT:**

**Provisional Certification of The Settlement Classes**

(1) The Court provisionally certifies the following Settlement Class for purposes of settlement only:

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<sup>1</sup> Unless otherwise defined, all capitalized terms herein have the same meanings as those defined in Section 1 of the Settlement Agreement and Release (the “Settlement Agreement”).

“Class Members” means all persons whose Private Information was compromised in the Data Security Incident, including all those who were sent Notice.

(2) The Settlement Class specifically excludes all persons who are directors or officers of Defendants, the Judge assigned to the Action, and that Judge’s immediate family and Court staff and any Person who is found by a court of competent jurisdiction to be guilty under criminal law of initiating, causing, aiding, or abetting the Data Security Incident or who pleads nolo contendere to any such charge.

(3) The Court determines that for settlement purposes the proposed Settlement Class meets all the requirements of Federal Rule of Civil Procedure 23(a) and (b)(3), namely that the class is so numerous that joinder of all Class Members is impractical; that there are common issues of law and fact; that the claims of the Class Representatives are typical of absent Class Members; that the Class Representatives will fairly and adequately protect the interests of the Class as they have no interests antagonistic to or in conflict with the Class and have retained experienced and competent counsel to prosecute this matter; that common issues predominate over any individual issues; and that a class action is the superior means of adjudicating the controversy.

(4) Plaintiffs Brooke Pestano, Jason Shay, Chase Schachenman, Jason Bundrik, Bill D. Thomas, Tanisorn Tatiyaratana, Michael Beauchane, Joe Lopez,

Katrina Robertson, and Brian Harris are designated and appointed as the Settlement Class Representatives or the Representative Plaintiffs.

(5) Anderson Berry and Gregory Haroutunian Emery Reddy PC, Marc Edelson and Liberato Verderame of Edelson Lechtzin LLP, Gary Lynch of Lynch Carpenter LLP, and Tyler Bean of Siri & Glimstad LLP are designated as Class Counsel pursuant to Federal Rule of Civil Procedure 23(g). The Court finds that Class Counsel are experienced and will adequately protect the interests of the Settlement Class.

**Preliminary Approval of the Proposed Settlement Agreement**

(6) Upon preliminary review, the Court finds the proposed Settlement Agreement is fair, reasonable, and adequate, otherwise meets the criteria for approval, and warrants issuance of notice to the Settlement Class. Accordingly, the proposed Settlement Agreement is preliminarily approved.

**Final Approval Hearing**

(7) A Final Approval Hearing shall take place before the Court on \_\_\_\_\_, 20\_\_, at \_\_ a.m./p.m. at the United States District Court for the District of New Jersey, located at 50 Walnut Street, Newark, NJ 07102, to determine, among other things, whether: (a) the proposed Settlement Class should be finally certified for settlement purposes pursuant to Federal Rule of Civil Procedure 23; (b) the Settlement Agreement should be finally approved as fair, reasonable and

adequate and, in accordance with the Settlement's terms, all claims in the Class Action Complaint should be dismissed with prejudice; (c) Settlement Class Members should be bound by the releases set forth in the Settlement Agreement; (d) the proposed Final Approval Order and Judgment should be entered; (e) the application of Class Counsel for an award of attorneys' fees, costs, and expenses should be approved; and (f) the application for a Service Award for the Representative Plaintiff should be approved. Any other matters the Court deems necessary and appropriate will also be addressed at the hearing. The hearing may be re-scheduled without further notice to the Class.

(8) Class Counsel shall submit their application for fees, costs, and expenses and the application for a Service Award no later than forty-five (45) days after the Notice Commencement Date.

(9) Any Settlement Class Member that has not timely and properly excluded themselves from the Settlement Agreement in the manner described below, may appear at the Final Approval Hearing in person or by counsel and be heard, to the extent allowed by the Court, regarding the proposed Settlement Agreement; provided, however, that no Settlement Class Member that has elected to exclude themselves from the Settlement Agreement shall be entitled to object or otherwise appear, and, further provided, that no Settlement Class Member shall be heard in opposition to the Settlement Agreement unless the Settlement Class Member

complies with the requirements of this Order pertaining to objections, which are described below.

### **Administration**

(10) Angeion Group, LLC (“Angeion”) is appointed as the Settlement Administrator, with responsibility for reviewing, determining the validity of, and processing all claims submitted by Settlement Class Members, and all other obligations of the Settlement Administrator as set forth in the Settlement Agreement. All Administration and Notice Costs incurred by the Settlement Administrator will be paid out of the Settlement Fund, as provided in the Settlement Agreement.

### **Notice to the Class**

(11) The Notice Plan along with the Claim Form, Long Notice, and Short Notice, attached to the Settlement Agreement as **Exhibits A, B, and C**, satisfy the requirements of Federal Rule of Civil Procedure 23 and due process and thus are approved. Non-material modifications to these exhibits may be made without further order of the Court. The Settlement Administrator is directed to carry out the Notice Plan and to perform all other tasks that the Settlement Agreement requires.

(12) The Court finds that the form, content, and method of giving notice to the Settlement Class as described in the Notice Plan, Short Notice, Long Notice, and Claim Form: (a) constitute the best practicable notice to the Settlement Class; (b) are reasonably calculated, under the circumstances, to apprise Settlement Class

Members of the pendency of the action, the terms of the proposed Settlement Agreement, and their rights under the proposed Settlement Agreement; (c) are reasonable and constitute due, adequate, and sufficient notice to those persons entitled to receive notice; and (d) satisfy the requirements of Federal Rule of Civil Procedure 23, the constitutional requirement of due process, and any other legal requirements. The Court further finds that the notice is written in plain language, uses simple terminology, and is designed to be readily understandable by Settlement Class Members.

#### **Exclusions from the Class**

(13) Each Person wishing to opt-out of the Settlement Class shall individually sign and timely submit written notice of such intent to the designated Post Office box established by the Claims Administrator. The written notice must clearly manifest a Person's intent to opt-out of the Settlement Class. To be effective, written notice must be postmarked no later than sixty (60) days after the Notice Commencement Date.

(14) All Persons who submit valid and timely notices of their intent to opt-out of the Settlement Class, as set forth above, shall not receive any benefits of and/or be bound by the terms of this Settlement Agreement.

#### **Objections to the Settlement Agreement**

(15) A Settlement Class Member who complies with the requirements of this Order may object to the Settlement Agreement.

(1) Each Settlement Class Member desiring to object to the Settlement Agreement shall submit a timely written notice of his or her objection by the Objection Date. All written objections and supporting papers must be submitted ONLY TO THE COURT and (a) clearly identify the case name and number (*In re: Avis Rent A Car Security System, LLC Security Incident Litigation*, Case No. 2:24-cv-09243), (b) state the objector's full name, address, telephone number (if any), and email address (if any); (c) provide information identifying the objector as a Settlement Class Member; (d) include a written statement of the grounds for objection, accompanied by any legal support the objector wishes to submit; (e) state the number of times the objector has objected to a class action settlement within the past 3 years preceding the date that the objector files the objection including the case name, court, and docket number of each case in which the objector has made such an objection; (f) confirm whether the objector or a lawyer representing the objector intends to personally appear and/or testify at the Final Approval Hearing; and (g) include the objector's signature or the signature of the objector's duly authorized lawyer or representative. Each objection must be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the Central District of California or by mailing them to the Clerk of the

Court for the United States District Court for the District of New Jersey, 50 Walnut Street, Newark, NJ 07102, and be filed or postmarked on or before the deadline established by the Court (anticipated to be 60 days after the Notice Date). All objections will be scanned into the electronic case docket, and the parties will receive electronic notices of all filings.

(2) Any Settlement Class Member who fails to object to the Settlement Agreement in the manner described herein shall be deemed to have waived any such objection, shall not be permitted to object to any terms or approval of the Settlement Agreement at the Final Approval Hearing, and shall be precluded from seeking any review of the Settlement Agreement or the terms of this Agreement by appeal or any other means.

### **Claims Process and Distribution Plan**

(3) The Settlement Agreement establishes a process for assessing and determining the validity and value of claims and a methodology for paying Settlement Class Members that submit a timely, valid Claim Form. The Court preliminarily approves this process.

(4) Settlement Class Members that qualify for and wish to submit a Claim Form shall do so in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form. If the Settlement Agreement is finally approved, all Settlement Class Members who qualify for any benefit under

the Settlement Agreement, but who fail to submit a claim in accordance with the requirements and procedures specified in the Settlement Agreement, including the Claim Form, shall be forever barred from receiving any such benefit. Such Settlement Class Members, however, will in all other respects be subject to and bound by the provisions of the Settlement Agreement, including the releases included in the Settlement Agreement, and the Final Approval Order and Judgment.

**Termination of the Settlement Agreement and Use of this Order**

(5) In the event that the Settlement Agreement is not approved by the Court or the settlement set forth in the Settlement Agreement is terminated in accordance with its terms, (i) the Settling Parties shall be restored to their respective positions in the Litigation and shall jointly request that all scheduled litigation deadlines be reasonably extended by the Court so as to avoid prejudice to any Settling Party or Settling Party's counsel, and (ii) the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as vacated, *nunc pro tunc*. In the event of such termination, all Parties' respective pre-Settlement rights, claims, and defenses will be retained and preserved. Notwithstanding any statement in this Settlement Agreement to the contrary, no order of the Court or modification or reversal on

appeal of any order reducing the amount of attorneys' fees, costs, expenses, and/or service awards shall constitute grounds for cancellation or termination of the Settlement Agreement.

(6) If this Settlement Agreement is terminated or fails to become effective, all funds in the Settlement Fund shall be promptly returned to Avis. However, Avis shall be obligated to pay amounts already billed or incurred for costs of notice to the Settlement Class, Claims Administration, and Dispute Resolution pursuant to the above and shall not, at any time, seek recovery of same from any other party to the Litigation or from counsel to any other party to the Litigation. After payment of any Settlement Administration and Dispute Resolution that have been incurred and are due to be paid from the Settlement Fund, the Settlement Administrator shall return the balance of the Settlement Fund to Avis within twenty-one (21) days of termination.

#### **Stay of Proceedings**

(7) Except as necessary to effectuate this Order, this matter and any deadlines set by the Court in this matter are stayed and suspended pending the Final Approval Hearing and issuance of the Final Approval Order and Judgment, or until further order of this Court.

#### **Continuance of Final Approval Hearing**

(8) The Court reserves the right to adjourn or continue the Final Approval

Hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted on the website maintained by the Settlement Administrator.

**Actions by Settlement Class Members**

(9) The Court stays and enjoins, pending Final Approval of the Settlement Agreement, any actions, lawsuits, or other proceedings brought by Settlement Class Members against Defendant related to the Data Security Incident.

**Summary of Deadlines**

(10) The Settlement Agreement, as preliminarily approved in this Order, shall be administered according to its terms pending the Final Approval Hearing. Deadlines arising under the Settlement Agreement and this Order include but are not limited to the following:

<b>Event</b>	<b>Time for Compliance</b>
Funding Estimated Settlement Administration Costs	Within 45 days after entry of this Preliminary Approval Order or after receiving an invoice from the Settlement Administrator, whichever is later.
Notice Commencement Date	Within 60 calendar days after entry of this Preliminary Approval Order
Motion for Attorneys' Fees and Expenses and Service Award	No later than 45 calendar days after the Notice Commencement Date
Claims Deadline	Within 90 calendar days after the Notice Commencement Date

Opt-Out / Exclusion Deadline	Within 60 calendar days after the Notice Commencement Date
Objection Deadline	Within 60 calendar days after the Notice Commencement Date
Final Approval Brief and Response to Objections Due	No later than 14 days prior to the Final Approval Hearing
Final Approval Hearing	No earlier than 120 days after the Notice Date  *The Final Approval Hearing date/time may be changed without further notice to the Class.
Funding Remainder of Settlement Fund	Within 30 days after the Effective Date, as defined in the Settlement Agreement.

**IT IS SO ORDERED** this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Judge Michael Hammer