



WHEREAS, the Complaint alleged, among other things, that Defendants failed to adequately disclose certain fees and toll-related charges associated with the “e-Toll” electronic toll payment system (“e-Toll”) available for use by Avis and Budget rental car customers in many locations throughout the United States; breached the ABG rental agreement or the implied covenant of good faith and fair dealing; violated the New Jersey Consumer Fraud Act; and caused unjust enrichment in Defendants’ favor;

WHEREAS, Defendants have unequivocally denied, and continue to deny, each and every claim filed in the Complaint and all charges of wrongdoing or liability asserted against them arising out of any conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Action and believe that the claims asserted against them are without merit;

WHEREAS, since the filing of the Action, Plaintiff and Defendants have investigated, advanced, and defended their respective positions vigorously. Each side has conducted a thorough examination and investigation of the facts and law relating to the matters set forth in the Complaint; has conducted significant discovery, including: (a) Plaintiff and Defendants serving and responding to each side’s numerous document requests and written interrogatories; (b) Defendants’ production and Plaintiff’s receipt and review of tens of thousands of documents constituting several gigabytes of data; (c) Plaintiff’s receipt and analysis of Defendants’ rental transaction and toll event databases; (d) the taking and defending of numerous depositions of fact witnesses by both Plaintiff and Defendants at locations throughout the country, including the depositions of ABG and HTA corporate designees, depositions of other ABG and HTA fact witnesses, the multiple depositions of Plaintiff and the deposition of his wife; and (e) extensive expert discovery, including the preparation of marketing and damages expert reports, multiple supplements to Plaintiff’s damages report, and depositions of the Parties’ respective experts;

WHEREAS, the Parties engaged in extensive motion practice before the District Court, including Defendants' motion to dismiss (Dkt. No. 17), the Parties' discovery applications and appeals of those decisions (Dkt. No. 109, 257, 273, 289), Plaintiff's motion and renewed motion for class certification (Dkt. Nos. 175, 226), the Parties' motions and renewed motions to exclude the marketing and damages experts (Dkt. Nos. 181, 192, 298, 301, 335, 340), Defendants' motion to amend their Answer (Dkt. No. 248), Plaintiff's motion for approval of class notice and plan of notice (Dkt. No. 286), and Defendants' application for leave to file a motion to decertify the class (Dkt. No. 288);

WHEREAS, on April 10, 2012, the District Court denied Defendants' motion to dismiss (Dkt. No. 31), on June 21, 2017, denied the Parties' motions to exclude the marketing experts (Dkt. No. 223), on November 17, 2017, granted Plaintiff's motion for class certification (Dkt. Nos. 243–245), on August 14, 2018, denied Defendants' motion to amend their Answer (Dkt. No. 269), and, on February 11, 2019, granted Plaintiff's motion for approval of class notice and plan of notice (Dkt. No. 310);

WHEREAS, the Parties' motions to exclude the damages experts and Defendants' application for leave to file a motion to decertify the class remain pending before the District Court;

WHEREAS, Defendants sought leave from the Third Circuit to appeal the class certification decision under Rule 23(f), Plaintiff opposed the application, and, on December 12, 2017, the Third Circuit denied the application (Dkt. No. 249);

WHEREAS, the Parties participated in multiple mediation and settlement sessions prior to achieving a successful resolution. On July 11, 2016, the Parties appeared before Judge Dennis M. Cavanaugh (Ret.) for a one-day mediation. On October 1, 2018, the Parties appeared before Chief Judge Jose L. Linares (Ret.), who was then presiding over this Action, for a one-day settlement

negotiation. On July 8, 2021, August 10, 2021 and November 16, 2021, the Parties appeared before Judge Timothy K. Lewis (Ret.) for additional and ultimately successful mediation sessions. Under the auspices and guidance of Judge Lewis, the Parties entered into a Non-Binding Preliminary Memorandum of Understanding on December 23, 2021 and subsequently reached this settlement agreement (“Agreement”). As reflected in the quality of the mediators, the prior failed efforts to resolve this Action, and duration of the final session before Judge Lewis (“Mediator”), the Agreement is the result of hard fought and fully arms’ length negotiations.

WHEREAS, Plaintiff and Class Counsel have independently examined the benefits to be obtained under the terms of this Agreement; have considered the risks associated with the continued prosecution of the Action and the likelihood of success on the merits of the Action; and believe that, after considering all the circumstances, the proposed settlement set forth in this Agreement is fair, reasonable, adequate, and in the best interests of the Plaintiff and the Class;

WHEREAS, Defendants consider it desirable, fair, and reasonable that this Action be resolved upon the terms and conditions set forth in this Agreement in order to avoid the expense, risk, uncertainty, and interference with ongoing business operations inherent in any litigation, and to put to rest and to obtain their peace, forever, from all claims that will be barred by the releases described herein.

**NOW, THEREFORE,** subject to the Court’s approval as required herein, and in consideration of the mutual promises set forth below, the Parties agree that, following the Effective Date, ABG will pay up to forty-five million dollars (\$45,000,000) (the “Settlement Amount”) for settlement of all valid claims in this claims-made settlement, administration costs (including the costs of implementing and effectuating class notice and claim payments), attorneys’ fees and attorney’s costs/expenses of litigation, any service award to the Plaintiff, all as explicitly set forth

herein and subject to court approval. In no event shall ABG be obligated to pay more than the Settlement Amount and the exact amount ABG shall be obligated to pay will depend upon the number of claims made, the ultimate cost to administer this Settlement, the amounts of attorneys' fees and costs approved by the Court, the amount of the service award to Plaintiff approved by the Court, and other similar matters as fully set forth herein.

## **1 DEFINITIONS**

As used in this Settlement Agreement and the related documents attached hereto as exhibits, and in addition to the terms already defined in this Agreement, the following terms shall have the meanings set forth below. Whenever the context so requires, the masculine gender includes the feminine gender and the singular includes the plural, and vice versa. In addition, any reference to a specific number of days means calendar days.

1.1 "Aggregate Fees and Costs" means the total of any and all awards to Class Counsel of attorneys' fees and costs related to work undertaken in this Action.

1.2 "Claimant" means a Class Member who has submitted a Claim Form.

1.3 "Claim Form" means the form by which Class Members seek benefits under this Settlement Agreement, substantially in the form attached as **Exhibit A**, but which may be modified as necessary to comply with any Court order.

1.4 "Claim Number" or "Notice ID Number" means a unique number issued to each Class Member with the Summary Notice and/or Email Notice that will be randomly generated by the Claims Administrator and used to facilitate the submission of a Claim.

1.5 "Claims Period" means the period ending 120 days after the Summary Notice Date. If the last day of the Claims Period falls on a holiday or weekend, then the last day of the Claims Period shall be extended to the next occurring business day.

1.6 “Class” or “Settlement Class” means all U.S. residents who (1) rented an Avis or Budget vehicle from a company owned location in the U.S. during the Class Period and, (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for their use of e-Toll. Excluded from the Class are the following categories of customers: (1) Persons who were employed by the Defendants at any time from April 1, 2007 through the present; (2) legal representatives of the Defendants; and (3) judges who have presided over this case and their immediate families.

1.7 “Class Counsel” means:

Joseph J. DePalma  
Jeremy Nash  
Lite DePalma Greenberg & Afanador LLC  
570 Broad Street, Suite 1201  
Newark, NJ 07102  
jdepalma@litedepalma.com  
jnash@litedepalma.com

Judith L. Spanier  
Abbey Spanier, LLP  
212 East 39th Street  
New York, NY 10016  
jspanier@abbeyspanier.com

1.8 “Class Member” means any Person who is a member of the Class. Class Membership shall be determined without reference to whether the Person renting a vehicle from ABG was doing so in connection with a business or organizational purpose, or whether the Person was reimbursed by any third party for rental costs and associated fees they personally incurred.

1.9 “Class Period” means April 1, 2007 through December 31, 2015, except that for rental transactions originating in Florida, Texas, and Colorado the class period is March 2, 2009 through December 31, 2015.

1.10 “Class-Related Released Parties” means Defendants and each of their past, present, or future officers, directors, shareholders, owners, affiliates, parents, managers, employees, representatives, agents, independent operators, principals, consultants, contractors, vendors, insurers, accountants and auditors, attorneys, partners, subsidiaries, members, administrators, legatees, executors, heirs, estates, predecessors, successors, or assigns, and any other Person with which any of them is affiliated or for which any of them is responsible at law, in equity, or otherwise.

1.11 “Class-Related Releasing Parties” means all Class Members and each of their past, present, or future administrators, legatees, executors, attorneys, heirs, estates, personal representatives, successors, or assigns, and any other Person with which any of them is affiliated or for which any of them is responsible at law, in equity, or otherwise.

1.12 “Class Released Claims” means all claims (including without limitation, claims for attorneys’ fees and costs), causes of action, actions, or suits, by or on behalf of any Class Member, whether arising by statute, law or in equity, under the law of any jurisdiction, which were or could have been asserted in the Action, whether liquidated or unliquidated, known or unknown, in law, equity, arbitration, or otherwise, whether or not concealed or hidden, that in any way relate to, in whole or in part, or arise out of, any of the allegations, defenses, claims, motions or theories raised in or that could have been raised in the Action relating to e-Toll-Related Charges.

1.13 “Class Representative” means Plaintiff Jose Mendez.

1.14 “Covered Rental Transaction” means any rental transaction originating at a company owned location as to which a Class Member incurred e-Toll-Related Charges during the Class Period. Excluded from the definition of “Covered Rental Transaction” are transactions originating at licensee owned locations.

1.15 “Defendants’ Counsel” means:

Paul J. Halasz  
Paul R. Marino  
Day Pitney LLP  
One Jefferson Road  
Parsippany, NJ 07054  
phalasz@daypitney.com  
pmarino@daypitney.com

1.16 “e-Toll-Related Charges” means e-Toll-Related Service Fees (a/k/a “convenience fees”) and, if any, e-Toll-Related Toll Differential incurred by an Avis or Budget car-rental customer in connection with that customer’s use of e-Toll during the car-rental period.

1.17 “e-Toll-Related Service Fees” means the service fee incurred by an Avis or Budget rental customer in connection with that customer’s use of e-Toll. It is also known as a “convenience fee.”

1.18 “e-Toll-Related Toll Differential” means, with respect to an Avis or Budget rental customer who has used e-Toll, the difference, if any, between the amount charged to that customer for a toll or tolls incurred during a rental and the amount paid by HTA to a toll authority for the customer’s incurred toll or tolls during that rental.

1.19 “Effective Date” means the first date by which all of the following events shall have occurred: (a) the Court has entered the Preliminary Approval Order; (b) the Court has entered the Final Approval Order and Judgment; and (c) the Final Approval Order and Judgment has become Final.

1.20 “Email Notice” means the version of the Notice, to be used in electronic mailings to Class Members, in the form attached hereto as **Exhibit B** but which may be modified as necessary to comply with any Court order.

1.21 “Fee and Cost Application” means that written motion or application by which Class Counsel requests that the Court award reasonable attorneys’ fees, costs and/or class representative service award relating to this Action.

1.22 “Final” means that the Final Approval Order and Judgment has been entered on the docket in the Action, and all of the following shall have occurred: (i) the expiration of the time to file a motion to alter or amend the Final Approval Order and Judgment under Federal Rule of Civil Procedure 59(e), or for reconsideration or rehearing pursuant to Local Civil Rule 7.1, without any such motion having been filed or, if such a motion is filed, the entry of an order fully denying such motion; and (ii) the time in which to appeal the Final Approval Order and Judgment has passed without any appeal having been taken or, if an appeal is taken, five days after (a) the date of the final dismissal of any appeal or the final dismissal of any proceeding on certiorari, or (b) the date of complete affirmance of the Final Approval Order and Judgment on appeal and the expiration of time for any further judicial review whether by appeal, reconsideration, or petition for a writ of certiorari and, if certiorari is granted, the date of final affirmance of the Final Approval Order and Judgment following review pursuant to the grant.

1.23 “Final Approval Hearing” means the hearing scheduled by the Court to take place after the entry of the Preliminary Approval Order at which the Court shall be asked to: (a) determine whether to grant final approval of this Settlement Agreement and to certify the Settlement Class; (b) consider any timely objections to this Settlement Agreement and all responses thereto; and (c) rule on the Fee and Cost Application.

1.24 “Final Approval Order and Judgment” means the order, substantially in the form of **Exhibit C** attached hereto, in which the Court grants final approval of this Settlement Agreement,

certifies the Class, authorizes the entry of a final judgment and dismissal of the Action with prejudice, and rules on the Fee and Cost Application.

1.25 “Notice” means the long form of class notice annexed hereto as **Exhibit D** but which may be modified as necessary to comply with any Court order.

1.26 “Summary Notice Date” means the date on which mailing of the Summary Notice by the Settlement Administrator, as set forth in Part 2.1, is substantially complete.

1.27 “Person” means any natural person, including his or her agents and representatives.

1.28 “Preliminary Approval Order” means the order, substantially in the form of **Exhibit E** attached hereto, in which the Court, among other things, grants its preliminary approval to this Settlement Agreement; authorizes dissemination of Notice to the Class; and schedules the Final Approval Hearing.

1.29 “Publication Notice” means notice consisting of text and images that will be published on the internet through a targeted multimedia plan as developed by the Settlement Administrator with the approval of the Parties. Unless otherwise agreed to by the parties, the text shall read, “If you are a U.S. resident who paid an e-Toll-Related Charge in connection with renting an Avis or Budget vehicle, you may be eligible for a payment from a Class Action Settlement.”

1.30 “Request for Exclusion” (a/k/a “Opt-out”) means a valid request for exclusion from a Class Member. To be valid, a request for exclusion must (a) be submitted and signed by the individual Class Member; (b) be submitted to the Settlement Administrator and received by a date not later than 45 days after the Summary Notice Date; (c) contain the Class Member’s name and address; (d) express that he or she does not want to be a Class Member; and (e) otherwise comply with the instructions set forth in the Notice. So-called “mass” or “class” opt-outs shall not be allowed.

1.31 “Settlement Administrator” means a third party employed to oversee notice to Class Members, claims submission, and the administration of the settlement, to be selected by Class Counsel, with input and approval from Defendants, and retained by Class Counsel.

1.32 “Settlement Database” means the database compiled by the Defendants and verified by Class Counsel that contains the information necessary to effectuate notice, processing and payment of valid claims.

1.33 “Summary Notice” means a summary version of the Notice, to be used in the post-card mailings to Class Members, substantially in the form attached hereto as **Exhibit F** but which may be modified as necessary to comply with any Court order.

## **2 CLASS RELIEF**

ABG agrees to provide the benefits contained in this Article 2 to those Class Members who timely submit valid claims, subject to the procedures set forth in this Agreement.

### **2.1 Claim Process**

As soon as practicable, Defendants will provide the Settlement Administrator with the Settlement Database containing information necessary for disseminating notice and processing claims, including contact information, rental transaction data, and e-Toll Related Charges for each Class Member, to the extent such information is available. As a general matter, the claim process will work as follows:

2.1.1 The Claims Administrator will disseminate the Email Notice to all Class Members for whom an email address is available and Summary Notice to all other Class Members. All forms of Notice will advise Class Members of the Action, the pending Settlement Agreement, the Final Approval Hearing, and their rights to appear and participate in the settlement, exclude themselves, or object to the Settlement Agreement;

provide the Class Member with a Notice ID Number; and invite Class Members to visit a specific settlement website created by the Settlement Administrator to obtain more information and to initiate the claim process. In addition, all forms of Notice will include a toll-free number for Class Members' use to obtain additional information from the Settlement Administrator or a paper Claim Form, if they do not want to file their claim online.

2.1.2 When a Class Member visits the settlement website, the Class Member will be asked to enter their Notice ID Number, name and date of birth, to make an affirmation as set forth below at Section 2.2.2, and to provide information needed to distribute settlement relief electronically or via mailed check if so elected. Once completed, the Class Member will have the option to submit the Claim Form through the settlement website. Class Members who request and receive a paper Claim Form will complete the form and submit it to the Claims Administrator through the mail. There shall be no mass claims, or aggregated claims filings permitted, and each claim must be individually submitted.

2.1.3 Class Members shall be entitled to submit to the Settlement Administrator records or other documentary proof to show past e-Toll use or payment of e-Toll-Related Charges on Avis or Budget rentals during the Class Period. The Settlement Administrator, under those circumstances, may liberally consider the Class Member's submission of such information in making a determination as to whether the Class Member's claim is valid and the amount of the settlement payment that is due. Persons who believe they are or may be Class Members eligible to make a claim under the Settlement Agreement may download a Claim Form from the settlement website or request that they be mailed a Claim Form.

## **2.2 Class Member Eligibility**

To be eligible to receive payment from the Settlement, a Class Member must:

2.2.1 *Timely Complete and Submit the Claim Form.* Class Members who desire to make a claim for payment under the Agreement must complete a Claim Form online on or before the last day of the Claims Period or complete a paper Claim Form and submit it to the Settlement Administrator either: (a) by regular mail with post-marked date on or before the last day of the Claims Period, or (b) otherwise cause the paper Claim Form to be actually delivered to the Settlement Administrator on or before the last day of the Claims Period.

2.2.2 *Truthfully Assent to Statement of Belief.* In addition, to be eligible for relief under this Settlement Agreement, a Class Member must indicate on the Claim Form his or her truthful assent to the following statement: “I certify that, at the time I used the e-Toll service, I was not aware that such use required payment of additional fees or charges.”

## **2.3 Reimbursement for Class Members**

2.3.1 *Settlement Payment Formula.* Each Class Member who submits a timely claim, reviewed and approved by the Settlement Administrator as described below, will receive a partial reimbursement of eligible e-Toll-Related Charges. For each Class Member, the reimbursement amount shall be calculated according to the formula set forth below in this section. In any circumstance where Defendants possess no records showing e-Toll-Related Charges for a particular Class Member, that Class Member shall be entitled to a reimbursement only to the extent he or she produces proof of payment of e-Toll-Related Charges in a form and manner accepted and approved by the Settlement

Administrator, and as addressed in Section 2.3.2 below. In all cases, the reimbursement or settlement payment amounts will be calculated as follows:

2.3.1.1 With respect to a Class Member's first and, if applicable, second Covered Rental Transaction, the Class Member shall be entitled to receive an eighty percent (80%) reimbursement of e-Toll-Related Charges paid by that Class Member.

2.3.1.2 With respect to the third through seventh Covered Rental Transactions, in each case if applicable, the Class Member shall be entitled to receive a sixty-five percent (65%) reimbursement of e-Toll-Related Charges paid by the Class Member.

2.3.1.3 Only the first seven Covered Rental Transactions of a Class Member are eligible for reimbursement under this Settlement Agreement. No other Covered Rental Transactions will be considered for reimbursement, even if the reimbursement for one of the first seven Covered Rental Transactions is reduced or eliminated pursuant to paragraph 2.3.1.4 of this Settlement Agreement.

2.3.1.4 In calculating the settlement payment, the e-Toll Related Charges for any Covered Rental Transaction shall be reduced to the extent that: (i) the Class Member previously received a refund for any e-Toll Related Charges directly from ABG or HTA; and (ii) the e-Toll Related Charges were paid directly by a third-party through a central billing account.

2.3.1.5 Class Members' individual total settlement payment shall not be reduced unless the combined amount of valid claims, attorneys' fees and costs, service award and costs of notice and administration exceeds the Settlement

Amount of \$45 million, in which case the class recovery will be reduced on a *pro rata* basis such that the Settlement Amount is equal to \$45 million.

2.3.2 *Defendants' Rental Transaction and Toll Event Data Shall Be Presumed Accurate.* The Settlement Database is presumed to be correct and accurate and will be treated as such by the Settlement Administrator in calculating the e-Toll-Related Charges and making settlement payment determinations for each Class Member. If that data is not available and complete for any Class Member, Defendants will provide and the Settlement Administrator will use the amount Defendants billed the Class Member, as reflected in Defendants' records, as the basis for making the settlement payment determination. If Defendants' data and records reveal neither the e-Toll Related Charges incurred nor billed with respect to a Class Member, that Class Member will be entitled to provide the Settlement Administrator with records or other documentary proof of past e-Toll use. The Parties agree that the Settlement Administrator, under those circumstances, will liberally consider the Class Member's submission of such information in making a determination as to whether the Class Member's claim is valid.

2.3.3 *Liability to Others for Settlement Payments.* Class Members shall be solely responsible and liable for any requirement or agreement to which they may be subject to reimburse an employer or any other person or entity regarding any settlement payment received under this Agreement. Neither the Parties to this Settlement Agreement nor the Settlement Administrator shall have any responsibility or liability to any person or entity regarding settlement payments received by a Class Member.

## **2.4 Review**

2.4.1 *Settlement Administrator Review and Verification.* All submitted Claim Forms are subject to review and assessment by the Settlement Administrator. Defendants will provide to the Settlement Administrator any additional information reasonably requested (and that Defendants possess) to assist the Settlement Administrator to determine if a claim is valid. The Settlement Administrator will review all claims and, after exhausting any procedure adopted by the Settlement Administrator and agreed to by the Parties with respect to defective claims, will provide its Initial Determinations, as described in further detail in Section 2.4.4, as to which claims are valid and which claims are invalid. The Settlement Administrator will complete that process no later than as soon as practicable after the end of the Claims Period.

### 2.4.2 *Class Member Challenged Settlement Payment Amounts.*

2.4.2.1 *Timing.* If any Class Member disputes a settlement payment amount, the Class Member must do so during the Claims Period. If the Class Member disputes a settlement payment amount during the Claims Period, a resolution of the dispute may extend beyond the Claims Period.

2.4.2.2 *Cure Period.* Should the Settlement Administrator notify a Class Member that his or her claim is defective in any way, that Class Member shall have 21 days from notification to cure any defect in his or her claim. The Settlement Administrator will use its best efforts to provide the notice of the defect to the Class Member no later than 21 days after the close of the Claims Period.

2.4.2.3 *Burdens.* If a Class Member challenges the proposed settlement payment amount and asserts that a larger amount is correct, he or she must submit

documentary proof to support that the larger amount is correct. If such documentary proof is submitted, the burden will be on Defendants to disprove that Class Member's demand for additional reimbursement.

2.4.3 *Record Keeping.* The Settlement Administrator will maintain accurate records and information on those Class Members who submit claims, are reimbursed under this Agreement, and dispute their settlement payment amounts. Defendants and Class Counsel shall have prompt access to those records upon request.

2.4.4 *Settlement Administrator's Initial Determination.* The Settlement Administrator will provide Class Counsel and Defendants' Counsel its Initial Determinations as to those claims that are valid and invalid, and the amount of any reimbursement that it believes should be paid to the Claimants within 21 days of the Effective Date. The Settlement Administrator's Initial Determinations shall become final 14 days after providing them to Class Counsel and Defendants' Counsel, or sooner, upon hearing jointly from Class Counsel and Defendants' Counsel that there are no objections to the Initial Determinations.

2.4.5 *Dispute Resolution Process.* Within 14 days after the date on which the Settlement Administrator provides its Initial Determinations, Class Counsel and Defendants' Counsel must meet in person or by phone to attempt to resolve any differences or objections either may have regarding one or more of the Settlement Administrator's claim validity determinations. If Counsel can resolve those differences, Counsel shall within 7 days after the meet and confer conference jointly submit their resolution to the Settlement Administrator who shall adjust its Initial Determinations to reflect Counsel's agreement. Should Counsel not be able to resolve their disagreement at the meet-and-

confer conference noted above, either Counsel may submit an objection to the Magistrate Judge regarding one or more of the claim-validity determinations. The objecting Counsel's submission to the Magistrate Judge must be in writing with a copy to the opposing Counsel. Opposing Counsel shall have 7 days to respond in writing. Within 7 days of receiving opposing Counsel's response, the Magistrate shall rule on the objection or objections, and the Magistrate Judge's decision shall be final. After receipt of the Magistrate Judge's determination, the Settlement Administrator shall adjust his determinations, as necessary, and provide Class Counsel and Defendants' Counsel its "Final Determinations" as to which claims are valid and which are invalid. At that point, the Settlement Administrator's decisions on settlement payment amounts due to Class Members shall be final, and the Parties agree to accept all such decisions as final.

## **2.5 Distribution of Payments to Class Members**

2.5.1 Promptly after the Claims Period time has ended and then again promptly after the cure period set forth in Section 2.4.2.2 has ended, the Settlement Administrator shall advise Class Counsel and Defense Counsel in writing of the total amount of valid claims and issue an invoice for such amount. Within 30 days after the Effective Date or after the cure period has ended, whichever comes later, ABG shall remit by wire the required sum to an escrow account maintained by the Settlement Administrator. As soon as is practicable upon receipt of payment from ABG, the Settlement Administrator will distribute settlement relief to Claimants with valid claims. The Settlement Administrator shall provide Counsel with a full and complete accounting for the escrow account upon request at any time.

2.5.2 Payment of valid claims shall be made by digital payment unless a Class Member affirmatively elects to receive a paper check. Any digital payments or paper checks issued by the Settlement Administrator to Claimants shall remain valid for 180 days. Any digital payment or paper check sent to a Claimant that is not redeemed/cashed within 180 days shall be void and any balance returned to ABG. The Settlement Administrator shall send check-cashing reminders by email to Claimants who have not yet cashed their checks 30 days in advance of this 180-day deadline.

## **2.6 Business Practice Modifications**

ABG agrees and acknowledges that the filing of the Action by Class Counsel led to changes and modifications being made to the Rental Agreement on or around January 1, 2016.

## **3 NOTICE AND REQUESTS FOR EXCLUSION**

### **3.1 Email Notice**

No later than 45 days after entry of the Preliminary Approval Order, the Settlement Administrator shall commence dissemination of the Email Notice to Class Members at the email addresses provided in the Settlement Database. In the event the Claims Administrator determines that Email Notice was not delivered to a Class Member, the Claims Administrator will mail the Summary Notice to that Class Member in accordance with the procedure set forth in Section 3.3.

### **3.2 Supplemental Email Notice**

At a time after dissemination of the Email Notice that is likely to maximize reach, the Claims Administrator shall send a Supplemental Email Notice to Class Members who have neither made a claim nor excluded themselves from the settlement.

### **3.3 Mail Notice**

No later than 35 days after Email Notice has commenced, the Settlement Administrator shall have substantially completed the mailing of the Summary Notice to Class Members for whom an email address is not available. Before mailing the Summary Notice, the Settlement Administrator will use the National Change of Address Databank maintained by the United States Postal Service to update the mailing addresses of Class Members. For any Summary Notice mailing that is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator shall forward the Summary Notice to that address. For any Summary Notice mailing that is returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall conduct a name and address search using a professional location provider, such as Experian or LexisNexis, to determine whether a current address is available, and if so, forward the Summary Notice to the current address obtained through such a search. In the event that any Summary Notice is returned as undeliverable a second time, no further mailing shall be required by the Parties or the Settlement Administrator.

### **3.4 Notice by Internet Posting**

The Notice shall be posted on a website maintained by the Settlement Administrator specific to this Action and utilizing a website name and URL agreed upon by the Parties after consultation with the Settlement Administrator. The website shall be established and publicly available no later than the date on which e-mail notice commences pursuant to Section 3.1.

### **3.5 Notice by Publication**

The Publication Notice shall be disseminated by the Settlement Administrator on or after the Summary Notice Date to a combination of multimedia and social media sites as decided upon

by the parties to achieve due process reach during the Claims Period. The Claims Administrator will effectuate a claims stimulation plan to bolster the Claims Rate during the Claims Period.

### **3.6 Declarations of Compliance**

The Settlement Administrator shall prepare a declaration attesting to compliance with the mailing, address updating, and publication requirements set forth above. Such declaration shall be provided to Class Counsel and Defendants' Counsel no later than 70 days after the Summary Notice Date. Class Counsel shall file the declaration with the Court as soon as practicable thereafter but no later than 21 days prior to the Final Approval Hearing.

### **3.7 Best Notice Practicable**

The Parties agree, and the proposed Preliminary Approval Order shall state, bolstered by a declaration from the Settlement Administrator, that compliance with the procedures described in this Agreement is the best notice practicable under the circumstances and shall constitute due and sufficient notice to the Class of the pendency of the Action, certification of the Class, the terms of the Settlement Agreement, and the Final Approval Hearing, and shall satisfy the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law.

### **3.8 Report on Requests for Exclusion**

Not later than 80 days after the Summary Notice Date, the Settlement Administrator shall prepare and deliver to Class Counsel and Defendants' Counsel a report stating the total number of individuals and listing such individuals who have submitted timely and valid Requests for Exclusion from the Class. Such individuals will not be entitled to receive any relief under this Settlement Agreement or to object to the Settlement Agreement. Class Counsel shall file the report with the Court as soon as practicable after receipt from the Settlement Administrator.

### **3.9 Format of Class Notice**

The Parties agree that the size, format, or layout of the Email Notice, Summary Notice, and Notice may be modified by mutual agreement of the Parties without the need for Court approval, provided that any such modifications are consistent with the general intent of this Settlement Agreement.

## **4 COURT APPROVAL OF SETTLEMENT**

### **4.1 Preliminary Approval**

As soon as practicable after the execution of this Settlement Agreement, Class Counsel shall apply for entry of the Preliminary Approval Order, in the form of Exhibit E attached hereto. The Preliminary Approval Order shall include provisions, among other things: (a) preliminarily approving this Settlement Agreement and finding this Agreement sufficiently fair, reasonable, and adequate to allow Notice to be disseminated to the Class; (b) conditionally certifying the Class under Federal Rule of Civil Procedure 23(b)(3) for settlement purposes only; (c) appointing Plaintiff to represent the Class; (d) appointing Class Counsel to represent the Class; (e) approving the form, content, and manner of the Notice; (f) setting forth the time periods and deadlines for Notice, opt-outs, objections, and any other information necessary to effectuate the settlement of the Action; (g) establishing the requirements for the form of an objection and Request for Exclusion; (h) setting a schedule for proceedings with respect to final approval of this Settlement Agreement; (i) providing that, pending entry of a Final Approval Order and Judgment, no Class Member (either directly, in a representative capacity, or in any other capacity) or their counsel shall commence or prosecute any action against Defendants asserting any of the Class Released Claims; (j) enjoining the Class Members from bringing claims in any other forum that are intended

to be released by this Settlement Agreement; and (k) staying the Action, other than such proceedings as are related to this Settlement Agreement.

#### **4.2 Objections to Settlement**

Any Class Member wishing to object to or to oppose the approval of this Settlement Agreement or the Fee and Cost Application shall file a written objection with a statement of reasons with the Court and serve it on the Settlement Administrator and all Parties no later than 45 days after the Summary Notice Date. The written Objection must (a) state the name and address of the objector and objector's counsel, if any; (b) attach documents sufficient to establish the objector's membership in the Class; (c) submit the factual and legal basis of each objection; (d) provide the names, addresses, and expected testimony of any and all witnesses in support of the objection; and (e) state whether the objector intends to appear at the Final Approval Hearing in person or through counsel. Counsel for any Class Member objecting to the Settlement Agreement must file and serve a notice of appearance no later than 20 days before the Final Approval Hearing date. Class Counsel will file with the Court their brief in support of final settlement approval, and in response to any objections, at least 10 days before the date of the Final Approval Hearing. Defendants may also file a brief in support of the final settlement approval, and in response to any objections, if they wish.

#### **4.3 Final Approval Hearing**

The Parties shall request that the Court conduct a Final Approval Hearing to be held on or about 100 days after the Summary Notice Date in order to: (a) determine whether to grant final approval of the certification of the Class; (b) determine whether to grant final approval to this Settlement Agreement; (c) consider any timely objections to this Settlement Agreement; (d) rule on the Fee and Cost Application; and (e) rule on applications for class representative service award.

The date for the Final Approval Hearing may be postponed to a later date without further notice to the Class but the Final Approval Hearing may not be set for an earlier date without further notice to the Class. At the Final Approval Hearing, the Parties shall ask the Court to give final approval to this Settlement Agreement. If the Court grants final approval to this Agreement, then the Parties shall ask the Court to enter a Final Approval Order and Judgment, substantially similar to the form of Exhibit C attached hereto, which among other things approves this Settlement, finally certifies the Class, authorizes entry of a final judgment, dismisses the Action with prejudice, and enters a final injunction against claims released by this Agreement.

#### **4.4 Disapproval, Termination, or Nullification of Settlement**

4.4.1 *Parties' Right to Terminate.* Each Party shall have the right to terminate this Settlement Agreement if either (i) the Court denies preliminary approval or final approval to this Settlement Agreement (or grants approval through a form of order that is not substantially similar to the form of Exhibit C attached hereto except as to any Court imposed reduction to Aggregate Fees and Costs, which shall not provide any basis for termination for any Party) or (ii) the Final Approval Order and Judgment does not become Final by reason of a higher court reversing final approval by the Court, and the Court thereafter declining to enter a further order or orders approving settlement on the terms set forth herein. If a Party elects to terminate this Settlement Agreement under this paragraph, that Party must provide written notice to the other Parties' counsel, by hand delivery, courier service, or mail, within 20 days of the occurrence of the condition permitting termination.

4.4.2 If this Settlement Agreement is terminated pursuant to its terms, then: (i) this Settlement Agreement shall be rendered void; (ii) this Settlement Agreement and all negotiations and proceedings relating thereto shall be of no force or effect, and without prejudice to the rights

of the Parties; (iii) any order modifying the definition of the Settlement Class will be voided; (iv) any order certifying the Settlement Class will be voided; (v) all Parties shall be deemed to have reverted to their respective status in the Action as of the date and time immediately preceding the execution of this Settlement Agreement and, except as otherwise expressly provided, the Parties shall stand in the same position and shall proceed in all respects as if this Settlement Agreement and any related orders had never been executed, entered into, or filed; (vi) the Parties shall not seek to recover from one another any costs incurred in connection with this Settlement Agreement; (vii) any deposit made into escrow pursuant to Sections 5.3 and/or 5.4 shall be returned to ABG; and (viii) the Parties will jointly request a scheduling conference with the Court.

## **5 ADMINISTRATIVE EXPENSES, ATTORNEYS' FEES, AND COSTS**

### **5.1 Costs of Notice and Administering the Settlement**

All costs of providing the notice as provided herein, including the costs of identifying Class Members and the costs of emailing, printing, mailing, and publishing all forms of notice in accordance with this Agreement, shall be paid for by ABG to the Settlement Administrator at least 14 days prior to the commencement of notice. All costs of administering this Settlement Agreement, including all fees of the Settlement Administrator and the costs of reviewing and processing Claims, and generating and mailing any checks or issuing digital payment as part of this Settlement Agreement, shall be paid by ABG. In the event that this Settlement Agreement is terminated pursuant to its terms, ABG shall bear any costs of notice and administration of this Settlement already incurred.

### **5.2 Settlement Administrator**

Class Counsel shall select, with input from and approval by Defendants, and retain the Settlement Administrator to oversee notice to the Class; to oversee claims submission, review, and

determination; and to otherwise perform the function of administering the Settlement Agreement. ABG will pay all costs of administering the Settlement Agreement. Class Counsel's retention of, and any agreement with, the Settlement Administrator will not be inconsistent with any of the terms of this Settlement Agreement. The Settlement Administrator's selection will be subject to the approval of the Court as set forth in and made part of the Preliminary Approval Order.

All Counsel have equal authority and right to consult with the Settlement Administrator to ensure that the Settlement Administrator is properly discharging the duties of Settlement Administrator under this Agreement. The Settlement Administrator, among other things, must assist with various administrative tasks, including, without limitation,

- 5.2.1 Formatting the various forms of notice;
- 5.2.2 Email or arranging for email of the Email Notice;
- 5.2.3 Mailing or arranging for the mailing of the Summary Notice;
- 5.2.4 Establishing and maintaining the settlement website;
- 5.2.5 Publishing, with input and approval of Defendants and Class Counsel: (i) Publication Notice in agreed upon media sources both for due process notice and claims stimulation and (ii) the Notice on the settlement website;
- 5.2.6 Handling returned mail not delivered and making any additional mailings required under the terms of the Settlement Agreement;
- 5.2.7 Responding, as necessary, to inquiries from Class Members, potential Class Members, and Claimants telephonically, via the Internet, and US mail;
- 5.2.8 Maintaining accurate records and information on those Class Members who submit claims, are reimbursed under the terms of this Agreement and/or dispute their settlement payment amounts;

- 5.2.9 Updating addresses of Class Members;
- 5.2.10 Preparing any affidavits required by the Court, Class Counsel, or Defense Counsel, including an affidavit to be submitted to the Court before the Final Approval Hearing that identifies the number of persons who timely submitted Requests for Exclusion from the settlement (the Opt-Out List) and details the Class notice program that the Settlement Administrator implemented under this Agreement;
- 5.2.11 Promptly responding to Class Counsel's or Defense Counsel's reasonable requests for information and providing them information and documents, and communicating with Class Counsel and Defense Counsel regarding the same;
- 5.2.12 Processing Claim Forms submitted electronically and by mail;
- 5.2.13 Evaluating Claim Forms submitted by prospective Claimants to determine their eligibility for settlement payments as provided for in this Agreement;
- 5.2.14 Making and accounting for payments to Claimants;
- 5.2.15 Collecting and organizing Class Member-related data provided under this Agreement by one or more of the Defendants;
- 5.2.16 As necessary, preparing and filing tax returns and related forms; and
- 5.2.17 Completing any other task reasonably necessary and proper to effectuate the payment of Claimants and administering this Settlement Agreement.

### **5.3 Attorneys' Fees and Costs**

5.3.1 *Application and Amount.* Class Counsel may submit a Fee and Cost Application, to be heard at the Final Approval Hearing, seeking an award of reasonable attorneys' fees and the reimbursement of costs. The Fee and Cost Application shall be filed with the Court 85 days prior to Final Approval, with a copy posted on the settlement

website. Class Counsel agree to seek, and Defendants will not oppose, undermine, or solicit others to do so, a request for an award of fees in an amount no greater than Six Million Seven Hundred and Fifty Thousand Dollars (\$6,750,000), inclusive of costs of approximately Three Hundred and Eighty Seven Thousand Dollars (\$387,000).

5.3.2 *Payment.* The Parties agree that ABG shall pay to Class Counsel the Aggregate Fees and Costs authorized by the Court no later than 7 days after the Effective Date. Should the Effective Date have not occurred as of 35 days after the Final Approval Order and Judgment, then ABG at that point shall deposit the Aggregate Fees and Costs into an interest-bearing escrow account where it shall remain until no later than 7 days after the Effective Date, whereupon ABG shall pay to Class Counsel the Aggregate Fees and Costs plus accumulated interest, if any, on that amount. Class Counsel shall be responsible for opening the escrow account at an appropriate time and designating an escrow agent. Class Counsel shall provide ABG with contact information for the escrow agent and the wire instructions for tendering payment. To the extent that the Court awards Aggregate Fees and Costs in an amount less than ABG deposited in the account as described in this paragraph and after ABG pays to Class Counsel the awarded Aggregate Fees and Costs, plus accumulated interest on the awarded amount, if any, ABG shall be entitled to withdraw and retain all remaining moneys from the account.

5.3.3 *Allocation of Fee Amount.* Subject to Court approval, Class Counsel shall be solely responsible for allocating the Aggregate Fees and Costs among Class Counsel.

5.3.4 *Separate Negotiations.* The Parties agree and represent that they did not negotiate the attorneys' fees, costs, or service award until after full agreement was reached as to all other material terms of the proposed Settlement Agreement, including, but not

limited to, any terms relating to the agreed relief to the Class. The Parties acknowledge and agree that the terms of this Agreement are not conditioned upon the award of any minimum attorneys' fees, costs, or service award.

#### **5.4 Class Representative Service Award**

Class Representative, or Class Counsel on his behalf, may make an application to be heard at the Final Approval Hearing for a reasonable service award to be paid by ABG in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500). Defendants will not oppose or undermine an application at or below that amount or solicit others to do so. Not later than 7 days after the Effective Date, ABG will pay the service award as approved by the Court through remittance to Class Counsel. Should the Effective Date have not occurred as of 35 days after the Final Approval Order and Judgment, then ABG at that point shall deposit the service award into an interest-bearing account where they shall remain until no later than 7 days after the Effective Date, whereupon ABG shall pay to Class Counsel the service award plus accumulated interest, if any, on that amount. The payments may be added to the wire transfer to Class Counsel referred to in Section 5.3.2. This payment shall be compensation and consideration for the Class Representative's efforts as the representative in the Action. To the extent that the Court awards a service award in an amount less than ABG deposited in the account as described in this paragraph and after ABG pays to Class Counsel the awarded service award, plus accumulated interest on the awarded amounts, if any, ABG shall be entitled to withdraw and retain all remaining moneys from the account.

## **6 RELEASES UPON EFFECTIVE DATE**

### **6.1 Binding and Exclusive Nature of Settlement Agreement**

On the Effective Date, the Parties and each and every Class Member shall be bound by this Settlement Agreement and shall have recourse exclusively to the benefits, rights, and remedies provided hereunder. No other action, demand, suit or other claim may be pursued against any of the Defendants or any of the Class-Related Released Parties with respect to the Class Released Claims.

### **6.2 Releases**

On the Effective Date, the Class-Related Releasing Parties shall by operation of this Settlement Agreement fully, finally, and forever release, relinquish and discharge the Class-Related Released Parties from any and all of the Class Released Claims.

### **6.3 Stay and Dismissal of the Action**

The Parties agree to request that the Court, in connection with Preliminary Approval, (a) issue an immediate stay of the Action other than such proceedings as are related to the Settlement Agreement, and (b) an order enjoining Plaintiff, all Class Members, and anyone who acts or purports to act on their behalf, from instituting, continuing, commencing or prosecuting any action against any of the Defendants which asserts claims that are to be settled in this Settlement Agreement. Upon the Effective Date, the Released Claims of the Settlement Class Members and Releasing Parties will be dismissed with prejudice.

### **6.4 Waiver of Unknown Claims**

On the Effective Date, Plaintiff and the Class-Related Releasing Parties shall be deemed to have, and by operation of this Settlement Agreement shall have, with respect to the subject matter of the Class Released Claims, expressly waived the benefits of any statutory provisions or

common law rules that provide, in sum or substance, that a general release does not extend to claims which the party does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected its settlement with any other party. In particular, but without limitation, Plaintiff and the Class-Related Releasing Parties waive the provisions of California Civil Code § 1542 (or any like or similar statute or common law doctrine), and do so understanding the significance of that waiver. Section 1542 provides:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**

Neither this paragraph nor any other provision of this Settlement Agreement shall be construed to effectuate a general release of claims. The releases provided for in this Settlement Agreement are limited to the Class Released Claims, as defined above. Plaintiff acknowledges, and the Class Members shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement Agreement of which this release is a part.

#### **6.5 Assumption of Risk**

In entering into this Settlement Agreement, each of the Parties assumes the risk of any mistake of fact or law. If either Party should later discover that any fact upon which the Party relied in entering this Settlement Agreement is not true, or that the Party's understanding of the facts or law was incorrect, the Party shall not be entitled to modify, reform, or set aside this Settlement Agreement, in whole or in part, by reason thereof.

## **7 NO ADMISSION**

Neither the acceptance by Defendants of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission by Defendants with respect to the merits of the claims alleged in the Action; the validity of any claims that could have been asserted by any of the Class Members in the Action, including but not limited to the Class Released Claims; the liability of Defendants in the Action; or as to the validity, legality, or fairness of e-Toll. Defendants specifically deny any liability or wrongdoing of any kind associated with the claims alleged in the Action. Neither the acceptance by the Class Representative of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission by the Class Representative with respect to the merits of the claims or defenses in the Action.

## **8 MISCELLANEOUS PROVISIONS**

### **8.1 CAFA Public Official Notification**

Not later than 10 days after Class Counsel files this Settlement Agreement with its motion for Preliminary Approval, Defendants shall at their expense send or cause to be sent to the Attorney General of the United States and the attorneys general of each State notice of the Settlement Agreement pursuant to 28 U.S.C. § 1715(b). This notice may indicate that an estimate of the number of customers currently residing in each State is confidential and can only be disclosed pursuant to an appropriate and mutually agreeable confidentiality agreement.

### **8.2 Confirmatory Discovery**

The Parties acknowledge that substantial discovery into all relevant matters has previously taken place in the Action and that confirmatory discovery is not necessary.

### **8.3 No Assignment**

Each Party represents, covenants, and warrants that he or it has not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber any portion of any liability, claim, demand, cause of action, or rights that he or it herein releases.

### **8.4 Binding on Assigns**

This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, successors, and assigns.

### **8.5 Captions**

Titles or captions contained herein are inserted as a matter of convenience and reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

### **8.6 Class Members Are Bound**

The notices provided for in this Settlement Agreement will advise all Class Members and/or their representatives of the binding nature of the releases and of the remainder of this Settlement Agreement, and in the absence of a valid and timely Request for Exclusion, such notices shall have the same force and effect as if each Class Member executed this Settlement Agreement.

### **8.7 Construction**

The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms' length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party, or his or its counsel, participated in the drafting of this Settlement Agreement, or any part thereof.

## **8.8 Counterparts**

This Settlement Agreement and any amendments hereto may be executed in one or more counterparts, and any Party may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original, and such counterparts taken together shall constitute but one and the same instrument. A facsimile or PDF signature shall be deemed an original for all purposes.

## **8.9 Governing Law**

Construction and interpretation of the Settlement Agreement shall be determined in accordance with the laws of New Jersey, without regard to the choice-of-law principles thereof.

## **8.10 Computation of Time**

Unless a court rule, order, statute, or other governing legal provision requires otherwise, if a deadline provided for in this Agreement falls on a weekend or a government holiday, the deadline shall be continued to the next business day.

## **8.11 Integration Clause**

This Settlement Agreement, including the Exhibits referred to herein, which form an integral part hereof, contains the entire understanding of the Parties with respect to the subject matter contained herein. There are no promises, representations, warranties, covenants, or undertakings governing the subject matter of this Settlement Agreement other than those expressly set forth in this Settlement Agreement. This Settlement Agreement supersedes all prior agreements and understandings among the Parties with respect to the settlement of the Action. This Settlement Agreement may not be changed, altered or modified, except in a writing signed by the Parties and approved by the Court, and may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

### **8.12 Jurisdiction**

The Court shall retain jurisdiction, after entry of the Final Approval Order and Judgment, with respect to enforcement of the terms of this Settlement Agreement, and all Parties and Class Members submit to the exclusive jurisdiction of the Court with respect to the enforcement of this Agreement and any dispute with respect thereto, including with respect to disputes about allocation of fees among Class Counsel.

### **8.13 Parties' Authority**

The signatories hereto represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions hereof.

### **8.14 Receipt of Advice of Counsel**

The Parties acknowledge, agree, and specifically warrant to each other that they have read this Settlement Agreement, have received legal advice with respect to the advisability of entering into this Agreement, and fully understand its legal effect.

### **8.15 Waiver of Compliance**

Any failure of any Party to comply with any obligation, covenant, agreement, or condition herein may be expressly waived only in writing, to the extent permitted under applicable law, by the Party or Parties entitled to the benefit of such obligation, covenant, agreement, or condition. A waiver of or failure to insist upon compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

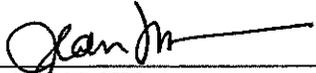
### **8.16 Press Release**

In the event Class Counsel wishes to issue a press release regarding the settlement or this Agreement, it shall provide Defendants' Counsel at least 7 days advance notice of its publication to allow Defendants an opportunity to identify any factual inaccuracies.

**[signature page follows]**

AVIS BUDGET GROUP, INC.  
BUDGET RENT A CAR SYSTEM, INC.  
AVIS RENT A CAR SYSTEM, LLC

DATED: June 29, 2022

BY:   
JEAN SERA  
Senior Vice President, General Counsel  
Chief Compliance Office & Corporate  
Secretary

HIGHWAY TOLL ADMINISTRATION, LLC

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
MAUREEN MANNING  
Deputy General Counsel

ABBEY SPANIER LLP

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JUDITH L. SPANIER  
Class Counsel

LITE DEPALMA GREENBERG &  
AFANADOR LLP

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JOSEPH J. DEPALMA  
Class Counsel

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JEREMY NASH  
Class Counsel

PLAINTIFF

DATED: \_\_\_\_\_

BY: \_\_\_\_\_  
JOSE MENDEZ

AVIS BUDGET GROUP, INC.  
BUDGET RENT A CAR SYSTEM, INC.  
AVIS RENT A CAR SYSTEM, LLC

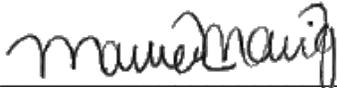
DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JEAN SERA  
Senior Vice President, General Counsel  
Chief Compliance Office & Corporate  
Secretary

HIGHWAY TOLL ADMINISTRATION, LLC

DATED: June 29, 2022

BY:  \_\_\_\_\_

MAUREEN MANNING  
Deputy General Counsel

ABBHEY SPANIER LLP

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JUDITH L. SPANIER  
Class Counsel

LITE DEPALMA GREENBERG &  
AFANADOR LLP

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JOSEPH J. DEPALMA  
Class Counsel

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JEREMY NASH  
Class Counsel

PLAINTIFF

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JOSE MENDEZ

AVIS BUDGET GROUP, INC.  
BUDGET RENT A CAR SYSTEM, INC.  
AVIS RENT A CAR SYSTEM, LLC

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

JEAN SERA  
Senior Vice President, General Counsel  
Chief Compliance Office & Corporate  
Secretary

HIGHWAY TOLL ADMINISTRATION, LLC

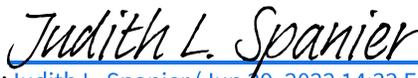
DATED: \_\_\_\_\_

BY: \_\_\_\_\_

MAUREEN MANNING  
Deputy General Counsel

ABBIEY SPANIER LLP

DATED: Jun 29, 2022

BY:  (Jun 29, 2022 14:22 EDT)

JUDITH L. SPANIER  
Class Counsel

LITE DEPALMA GREENBERG &  
AFANADOR LLP

DATED: Jun 29, 2022

BY: 

JOSEPH J. DEPALMA  
Class Counsel

DATED: Jun 29, 2022

BY:  (Jun 29, 2022 14:20 EDT)

JEREMY NASH  
Class Counsel

PLAINTIFF

DATED: Jun 29, 2022

BY:  (Jun 29, 2022 16:28 EDT)

JOSE MENDEZ

**Exhibit A to Mendez v. ABG et al  
Settlement Agreement**

**(Claim Form)**

**Your Claim Form  
must be submitted  
online or  
postmarked by:  
[DEADLINE]**

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

*Jose Mendez v. Avis Budget Group, Inc. et al.*

Case No. 2:11-cv-06537

**CLAIM FORM**

**AVIS**

To make a claim in the Avis Budget Group E-Toll Settlement (the "Settlement"), you must complete this claim form and mail it to the address at the bottom of this form. Alternatively, you can complete and submit a claim form online at [WEBSITE URL]. Only one claim form may be submitted per class member.

**I. CLASS MEMBER CONTACT INFORMATION**

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

**First Name**

**Last Name**

**Street Address**

**City**

**State**

**Zip Code**

**Email Address**

**Notice ID (if you received a notice via mail or email)**

**Date of Birth (MM/DD/YYYY)**

**II. E-TOLL RELATED CHARGES**

Defendants maintain records of the e-Toll-Related Charges Class Members paid during the Class Period for Avis and Budget rentals. Defendants' records will be used to calculate the value of your claim under the terms of the Settlement Agreement. You can obtain the information used to calculate the value of your claim by visiting the settlement website at [URL], by calling the Settlement Administrator at [NUMBER HERE], or by emailing [[info@URL.com](mailto:info@URL.com)]. If you don't want to rely on Defendants' records, you may submit any and all records or other proof to show your payment of e-Toll-Related Charges on Avis or Budget rentals during the Class Period. Enclose copies of your proof with this claim form. Please keep any original documents.

**Select one of the following:**

I agree to be paid based on the e-Toll-Related Charges contained in Defendants' records:

Yes - Proceed to Section III. Payment Selection.

No - Complete the chart below and provide proof with this claim form.

Approximate Rental Date (Month, Year)	Vehicle Pickup Location	e-Toll-Related Charges You Paid	Refunded Amount*	Third Party Billed**

\*If you received a refund from Avis Budget Group, Inc. or the Highway Toll Administration LLC for this transaction, enter the refunded amount here.

\*\*If the e-Toll-Related Charges were paid directly by a third-party through a central billing account, enter “YES” here.

**III. PAYMENT SELECTION**

Please select **one** of the following payment options, which will be used should you be eligible to receive a settlement payment:

**PayPal** - Enter your PayPal email address: \_\_\_\_\_

**Venmo** - Enter the mobile number associated with your Venmo account: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

**Zelle** - Enter the mobile number or email address associated with your Zelle account:

Mobile Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or Email Address: \_\_\_\_\_

**Virtual Prepaid Card** - Enter your email address: \_\_\_\_\_

**Physical Check** - Payment will be mailed to the address provided above.

**IV. ATTESTATION AND SIGNATURE**

**CHECK THE BOX TO CONFIRM THE TRUTH OF THE STATEMENT.**

I certify that, at the time I used the e-Toll service, I was not aware that such use required payment of additional fees or charges.

**I declare under penalty of perjury under the laws of the United States of America that the information provided on this form is true and correct to the best of my knowledge. I understand that my Claim Form may be subject to audit, verification, and Court review.**

\_\_\_\_\_  
Your Signature

Date: \_\_\_\_\_  
MM DD YYYY

Mail your completed Claim Form to:  
Avis Budget Group E-Toll Settlement  
Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**Exhibit B to Mendez v. ABG et al  
Settlement Agreement**

**(Email Notice)**

To: [Class Member Email Address]

From: *Avis Budget Group E-Toll Settlement Administrator*

Subject: Notice of Class Action and Proposed Settlement

**Notice ID:**

**Confirmation Code:**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

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**If you are a U.S. resident who paid an e-Toll-Related Charge in connection with renting an Avis or Budget vehicle in the U.S. from April 1, 2007 through December 31, 2015, you may be eligible for a payment from a class action Settlement.**

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*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached with Avis Budget Group, Inc. (“ABG”) and Highway Toll Administration, LLC (“HTA”) (collectively, the “Defendants”) in a class action lawsuit about the toll-related charges associated with the “e-Toll” electronic toll payment system.
- You are receiving this email because your email address was associated with a rental in Defendants’ records. You are included in this Settlement as a Class Member if you are a U.S. resident who (1) rented an Avis or Budget vehicles from a company owned location in the United States from April 1, 2007 through December 31, 2015 (“Class Period”) (for rental transactions originating in Florida, Colorado and Texas, the Class Period is March 2, 2009 through December 31, 2015), and (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for use of their e-Toll.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT		DEADLINE
<b>SUBMIT A CLAIM</b>	This is the only way to receive a payment from this Settlement. If you submit a Claim Form, you will give up the right to sue the Defendants in a separate lawsuit about the legal claims this Settlement resolves.	<b>[Deadline Date]</b>
<b>EXCLUDE YOURSELF</b>	Get no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims this Settlement resolves.	<b>[Deadline Date]</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. If you object, you may still submit a claim form . You may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing about your	<b>[Deadline Date]</b>

	objection.	
<b>DO NOTHING</b>	Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants about the legal claims resolved by this Settlement.	No Deadline

### **Am I a Class Member?**

You are included in this Settlement as a Class Member if you are a U.S. resident who (1) rented an Avis or Budget vehicle from a company owned location in the United States from April 1, 2007 through December 31, 2015 (“Class Period”) and (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for use of their e-Toll. For rental transactions originating in Florida, Colorado and Texas, the Class Period is March 2, 2009 through December 31, 2015.

### **What benefit can I get from the Settlement?**

Each Class Member who submits a timely and valid claim will receive a partial reimbursement of eligible e-Toll-Related Charges. Settlement claims will only be paid on the first seven (7) eligible rental transactions. Settlement amounts will vary based on how many eligible rental transactions you had and how much you paid in e-Toll Related Charges. Visit [website URL] for more information about the reimbursement amount calculations. You must complete and submit a Claim Form by [Deadline Date]. Claim Forms may be submitted online at [Website URL] or printed from the website and mailed to the Settlement Administrator. Claim Forms submitted by mail must be postmarked no later than [Deadline Date]. The Settlement only includes e-Toll Related Charges and not other charges such as time and mileage charges or fees for other ancillary products and services. The average settlement payments, based on the number of eligible rental transactions, are described below:

[TABLE WITH AVERAGE CLAIM AMOUNTS BASED ON THE NUMBER OF ELIGIBLE RENTAL TRANSACTIONS TO BE CALCULATED BY CLAIMS ADMINISTRATOR USING THE SETTLEMENT DATABASE]

### **How can I exclude myself from the class?**

If you don’t want to make a claim and you don’t want to be legally bound by the Settlement, your request to be excluded must be **mailed postmarked no later than [deadline date]**, or you will not be able to sue, or continue to sue, the Defendants about the claims and allegations in this case. Refer to the settlement website and the full Notice for information and instructions on how to exclude yourself.

### **How can I object?**

If you want to stay in the Settlement Class, but you want to object to the settlement and/or to Class Counsel’s request for Attorneys’ Fees and Costs, your objection must be filed with the Court **no later than [deadline date]**. Refer to the settlement website and the full Notice for information and instructions on how to object.

### **Do I have a lawyer in this case?**

Yes, if you are a Class Member. The Court has appointed the law firms of Lite DePalma Greenberg & Afanador LLC, and Abbey Spanier, LLP to represent the Class. These attorneys are called Class Counsel.

### **The Court’s Final Approval Hearing.**

The Court’s Final Approval Hearing will take place on **DATE at TIME** at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to consider whether to approve (1) the settlement; (2) Class Counsel’s request for Attorneys’ fees and costs of up to \$6,750,000; and (3) Class Representative Service Award of up to \$7,500. You may appear at the Final Hearing, but you don’t need to. The Court will review any objections to the Settlement at the hearing. The date of the

hearing may change without further notice so please visit [website URL] for updated information.

**Where can I get more information?**

Please visit the settlement website at [website URL] or call toll free 1-XXX-XXX-XXXX to obtain more complete information about the proposed settlement and your rights.

**Exhibit C to Mendez v. ABG et al  
Settlement Agreement  
(Final Approval Order)**



WHEREAS, the Court finds that the Settlement Agreement was entered into at arms' length by experienced counsel and after multiple mediation sessions and extensive negotiations and the Settlement Agreement is not the result of collusion; and

WHEREAS, the Court granted Plaintiff's Motion for Preliminary Approval of the Settlement Agreement on \_\_\_\_\_, 2022, and conditionally certified the Class solely for purposes of settlement; and

WHEREAS, pursuant to the Settlement Agreement and the Court's Preliminary Approval Order, a class list was compiled from Defendants' e-Toll records. A total of \_\_\_\_\_ potential Class Members were identified. Such potential Class Members were thereafter provided with notice and an opportunity to object to the Settlement Agreement or opt-out of the Class; and

WHEREAS, the Court conducted a Final Approval Hearing on \_\_\_\_\_ to determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and whether the Settlement Agreement should be approved in final by this Court; and

WHEREAS, [ ] objections were filed with respect to the proposed Settlement Agreement and/or Motion for Fees and Costs; and at the Final Approval Hearing, Class Counsel appeared for the Class, Day Pitney LLP appeared for Defendants; and [ ] Class Members appeared at the Final Approval Hearing to contest the Settlement Agreement; and

WHEREAS, the Court has fully considered the record of these proceedings, the representations, argument, and recommendation of counsel, and the requirements of law; and good cause appearing,

IT IS THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022, ORDERED, DECREED, and ADJUDGED as follows:

1. **Definitions.** Unless otherwise provided herein, the Court adopts and incorporates the definitions of all capitalized terms in the Settlement Agreement and those defined terms shall have the same meaning in this Order.

2. **Approval of the Class.** This Court finally certifies the following Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3):

All U.S. residents who (1) rented an Avis or Budget vehicle from a company owned location in the U.S. during the Class Period and, (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for their use of e-Toll.

Excluded from the Class are the following categories of customers: (1) Persons who were employed by the Defendants at any time from April 1, 2007 through the present; (2) legal representatives of the Defendants; and (3) judges who have presided over this case and their immediate families.

“Class Period” means April 1, 2007 through December 31, 2015, except that for rental transactions originating in Florida, Texas, and Colorado the class period is March 2, 2009 through December 31, 2015. The Court finds that the Class meets all the applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, affirms certification of the Class, and approves the Settlement Agreement as being fair, just, reasonable, and adequate. Specifically, the Court finds and concludes: (a) Pursuant to Fed. R. Civ. P. 23(a)(1), that Class Members are so numerous as to make joinder of all members impracticable; (b) Pursuant to Fed. R. Civ. P. 23(a)(2) there are questions of law or fact common to members of the proposed Class; (c) Pursuant to Fed. R. Civ. P. 23(a)(3) the claims of the Plaintiff are typical of the claims of the Class Members he seeks to represent; (d) Pursuant to Fed. R. Civ. P. 23(a)(4), Plaintiff and Class Counsel will fairly and adequately protect the interests of all members of the Class they seek to represent and the interests of Plaintiff are not antagonistic to those of the Class; (e) Pursuant to

Fed. R. Civ. P. 23(b)(3) questions of law or fact common to the proposed settlement Class Members predominate over any questions affecting only individual members; and (f) Pursuant to Fed. R. Civ. P. 23(b)(3), a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. **Approval of Class Representatives.** Based upon the Court's familiarity with the claims and parties, the Court finds that the Plaintiff adequately has represented and represents the interests of the Class, and the Court hereby confirms his appointment as Class Representatives.

4. **Approval of Class Counsel.** The Court finds that Class Counsel have fairly and adequately represented and represent the interests of Plaintiff and the Class and hereby confirms them as Class Counsel pursuant to Fed. R. Civ. P. 23(g).

5. **Approval of Settlement Agreement.** The Court finds, upon review of the Settlement Agreement and consideration of the factors enunciated in *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975), *In re Baby Products Antitrust Litigation*, 708 F.3d 163 (3d Cir. 2013), and *In re Prudential Insurance Co. of America Sales Practices Litigation*, 148 F.3d 283 (3d Cir. 1998), that the Settlement Agreement and the proposed benefits to the Class are fair, reasonable and adequate. Accordingly, the terms of the Settlement Agreement, including all exhibits thereto, are approved in their entirety by the Court and incorporated into this Order as if expressly set forth and shall have the same force and effect of an Order of the Court. The Parties and their counsel are ordered to implement and to consummate the Settlement Agreement according to its terms and provisions. The releases set forth in the Settlement Agreement are incorporated by reference.

6. **Approval of Class Benefits.** The direct benefits available to Class Members, as described in the Settlement Agreement, are approved as fair, reasonable, and adequate to the

Class, and the Settlement Administrator is directed to continue to administer the Settlement Agreement according to the terms of the Settlement Agreement.

7. **Adequacy of Notices.** The Court finds that due and adequate notice was provided pursuant to Rule 23 of the Federal Rules of Civil Procedure to all members of the Class, notifying the Class of, *inter alia*, the pendency of this action and the proposed Settlement Agreement. The notice program set forth in the Settlement Agreement and provided to the Class was the best notice practicable under the circumstances. The notice program as carried out pursuant to the terms of the Settlement Agreement fully complied in all respects with the requirements of Rule 23 and Constitutional requirements of due process.

8. **CAFA Public Official Notification.** The Defendants have provided notification to all appropriate federal and state officials regarding the Settlement Agreement as required by the Class Action Fairness Act, 28 U.S.C. §1715.

9. **Opt-Out Settlement Class Members.** Attached hereto and incorporated herein as Exhibit \_\_\_\_ is a schedule of all Class Members who have timely and validly requested to be excluded from the Class and accordingly are not included in or bound by this Final Approval Order and Judgment. The Class Members who have filed a Request for Exclusion are not entitled to receive any direct benefits, as described in the Settlement Agreement.

10. **Objections.** The Court finds that the response of Class Members supports final approval of the Settlement Agreement and that the contentions of the ( ) objectors are without merit and are overruled.

11. **Binding.** The terms of this Final Approval Order and Judgment and the Settlement Agreement are binding on the Plaintiff and all members of the Class who have not timely and validly opted-out and shall have *res judicata*, collateral estoppel, and all other

preclusive effect on any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damage, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses which are based on or in any way related to any and all claims for relief, causes of actions, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses which were or could have been asserted in the Action or any other claims under state or federal law, which arise from, are based on, or in any way are related to the e-Toll service and product that is the subject of this Action.

12. **Dismissal With Prejudice**. The Consolidated Action, including any and all claims against Defendants, are dismissed on the merits and with prejudice.

13. **Release of Dismissed Claims**. The Release set forth in the Settlement Agreement is incorporated by reference and provides, inter alia, that for and in consideration of the benefits and mutual promises contained in the Settlement Agreement, the Class-Related Releasing Parties release the Class-Related Released Parties of all Class Released Claims which means all claims (including without limitation, claims for attorneys' fees and costs), causes of action, actions, or suits, by or on behalf of any Class Member, whether arising by statute, law or in equity, under the law of any jurisdiction, which were or could have been asserted in the Action, whether liquidated or unliquidated, known or unknown, in law, equity, arbitration, or otherwise, whether or not concealed or hidden, that in any way relate to, in whole or in part, or arise out of, any of the allegations, defenses, claims, motions and/or theories raised in or that could have been raised in the Action relating to e-Toll-Related Charges.

14. **Bar Order**. Upon the Effective Date, Plaintiff, Class Members and all other Class-Related Releasing Parties, except for those who have timely excluded themselves from the

Class (as identified on Exhibit \_\_\_\_ hereto), are forever barred and enjoined from commencing, instituting or continuing to prosecute any action or any proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind (whether within the United States or not) asserting any of the Class Released Claims (including unknown claims) against any of the Class-Related Released Parties.

15. **Class Counsel's Award.** Upon review of the Settlement Agreement and Class Counsel's request for an award of Fees and Costs, the Court finds that the fee requested is reasonable and the award of attorneys' fees in this class action settlement is appropriate and Class Counsel's motion will be granted. Class Counsel is hereby awarded reasonable fees in the amount of \$\_\_\_\_\_ and costs in the amount of \$\_\_\_\_\_. These amounts shall be paid and distributed in accordance with the Settlement Agreement.

16. **Class Representatives' Service Award.** The Class Representative is hereby awarded a service award in the amount of \$\_\_\_\_\_. This service award shall be paid and distributed in accordance with the Settlement Agreement.

17. **Ongoing Jurisdiction.** Without affecting the finality of this Final Approval Order and Judgment, the Court shall retain continuing exclusive jurisdiction over this Action, the Parties and the Class, and the administration and enforcement of the Settlement Agreement, the Fee and Cost Award and the Service Award. Any disputes or controversies arising with respect to the enforcement or implementation of the Settlement Agreement shall be presented by motion to this Court.

18. In the event the Settlement Agreement does not become effective according to the terms of the Settlement Agreement, this Final Approval Order and Judgment shall be rendered void as provided by the Settlement Agreement, shall be vacated and all orders entered and claims

released in connection herewith shall be void to the extent provided by and in accordance with the Settlement Agreement.

19. **No Admission.** Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of, or an admission or concession by the Defendants as to, the validity of any claim that has been or could have been asserted against any or all of them or as to any liability of any or all of them as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the Settlement Agreement.

20. **There being no just reason for delay, the Clerk of Court is ordered to immediately enter this Final Approval Order and Judgment forthwith.**

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

\_\_\_\_\_  
Hon. Claire C. Cecchi, U.S.D.J.

**Exhibit D to Mendez v. ABG et al  
Settlement Agreement  
(Long Form Notice)**

# **NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY

**If you are a U.S. resident who paid an e-Toll-Related Charge in connection with renting an Avis or Budget vehicle in the U.S. from April 1, 2007 through December 31, 2015, you may be eligible for a payment from a class action Settlement.**

*A federal court authorized this notice. This is not a solicitation from a lawyer.*

- A Settlement has been reached with Avis Budget Group, Inc. (“ABG”) and Highway Toll Administration, LLC (“HTA”) (collectively, the “Defendants”) in a class action lawsuit about the disclosure of toll-related charges associated with the “e-Toll” electronic toll payment system.
- You are included in this Settlement as a Class Member if you are a U.S. resident who (1) rented an Avis or Budget vehicle from a company owned location in the U.S. from April 1, 2007 through December 31, 2015 (“Class Period”), and (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for use of their e-Toll.
- Your rights are affected whether you act or don’t act. Please read this Notice carefully.

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>SUBMIT A CLAIM</b>	This the only way to receive a payment from this Settlement. If you submit a Claim Form, you will give up the right to sue the Defendants in a separate lawsuit about the legal claims this Settlement resolves.	<b>[Deadline Date]</b>
<b>EXCLUDE YOURSELF</b>	Get no payment. This option allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims this Settlement resolves.	<b>[Deadline Date]</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement. If you object, you may still submit a claim form. You may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.	<b>[Deadline Date]</b>
<b>DO NOTHING</b>	Unless you exclude yourself, you are automatically part of the Settlement. If you do nothing, you will not get a payment from this Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants about the legal claims resolved by this Settlement.	No Deadline

**Questions? Call 1-XXX-XXX-XXXX Toll-Free or Visit [website URL]**

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement.

**WHAT THIS NOTICE CONTAINS**

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## BASIC INFORMATION

### 1. Why was this Notice issued?

A court authorized this Notice because you have a right to know about the proposed Settlement of this class action lawsuit and about all of your options before the Court decides whether to grant final approval to the Settlement. This Notice explains the lawsuit, your legal rights, what benefits are available, and who can receive them.

The Honorable Claire C. Cecchi of the United States District Court for the District of New Jersey is overseeing this class action. The case is known as *Mendez v. Avis Budget Group, Inc. et al.*, Case No. 2:11-cv-06537-CCC-JSA (D.N.J.). The individual who filed this lawsuit is called the “Plaintiff” or “Class Representative” and the companies that were sued, Avis Budget Group, Inc. and Highway Toll Administration LLC, are called the “Defendants.”

### 2. What is this lawsuit about?

This lawsuit is about certain fees and toll-related charges associated with the “e-Toll” electronic toll payment system available for use by Avis and Budget rental vehicle customers. Plaintiff alleges that the Defendants breached the ABG rental agreement or the implied covenant of good faith and fair dealing by collecting these charges from customers in violation of the terms of the ABG rental agreement; violated the New Jersey Consumer Fraud Act by failing to disclose these fees; and caused unjust enrichment in the Defendants’ favor. Defendants deny all of the allegations in the litigation and believe that the claims asserted against them are without merit.

### 3. What is a class action?

In a class action, a Plaintiff or Class Representative (in this case Jose Mendez) sues on behalf of other people with similar claims. Together, the people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

### 4. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendants. Instead, Plaintiff and Defendants agreed to a Settlement. This way, they avoid the cost and burden of a trial and the people affected can get benefits. The Class Representative and his attorneys think the Settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT

### 5. Who is in the Settlement?

The Class includes all U.S. residents who (1) rented an Avis or Budget vehicle from a company owned location in the U.S. during the “Class Period” and, (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for their use of e-Toll.

“e-Toll-Related Charges” means e-Toll-Related Service Fees (a/k/a “convenience fees”) and, if any, e-Toll-Related Toll Differential incurred by an Avis or Budget customer for that customer’s use of e-Toll during the rental period.

“e-Toll-Related Toll Differential” means, with respect to an Avis or Budget rental customer who has used e-Toll, the difference, if any, between the amount charged to that customer for a toll or tolls incurred during a rental and the amount paid by HTA to a toll authority for the customer’s incurred toll or tolls during that rental.

The “Class Period” means April 1, 2007 through December 31, 2015, except that for rental transactions originating in Florida, Texas, and Colorado the class period is March 2, 2009 to December 31, 2015.

### 6. Are there exceptions to being included?

Yes. Excluded from the Class are the following categories of customers: (1) Persons who were employed by the Defendants at any time from April 1, 2007 through the present; (2) legal representatives of the Defendants; and (3) judges who have presided over this case and their immediate families.

If you are not sure whether you are included in the Class, you can find out by contacting the Settlement Administrator at [Email Address] or at 1-XXX-XXX-XXXX. You may also view the Settlement Agreement at [Website URL].

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

ABG will pay up to forty-five million dollars (\$45,000,000) (the “Settlement Amount”) for all valid claims in this claims-made settlement, administration costs (including the costs of implementing and effectuating class notice and claim payments), attorneys’ fees and attorney’s costs/expenses of litigation, any service award to Plaintiff, all as explicitly set forth in the Settlement Agreement and subject to court approval. In no event shall ABG be obligated to pay more than the Settlement Amount.

## 8. How much will my payment be?

Each Class Member who submits a timely and approved claim will receive a partial reimbursement of eligible e-Toll-Related Charges. For each Class Member, the reimbursement amount shall be calculated according to the formula set forth below. In any circumstance where Defendants possess no records showing e-Toll-Related Charges for a particular Class Member, that Class Member shall be entitled to a reimbursement only to the extent he or she produces proof of payment of e-Toll-Related Charges in a form and manner accepted and approved by the Settlement Administrator.

In all cases, the reimbursement amounts will be calculated as follows:

- With respect to a Class Member's first and second (if any) Covered Rental Transaction, the Class Member shall be entitled to receive an eighty percent (80%) reimbursement of e-Toll-Related Charges paid by that Class Member.
- With respect to the third through seventh Covered Rental Transactions (if any), the Class Member shall be entitled to receive a sixty-five percent (65%) reimbursement of e-Toll-Related Charges paid by the Class Member.
- "Covered Rental Transaction" means any rental transaction originating at an Avis or Budget corporate location as to which a Class Member incurred e-Toll-Related Charges during the Class Period. Excluded from the definition of "Covered Rental Transaction" are transactions originating at licensee operated locations.
- In calculating the settlement payment, the e-Toll Related Charges for any Covered Rental Transaction shall be reduced to the extent that: (i) the Class Member previously received a refund for any portion of the Covered Transaction directly from ABG or HTA; and (ii) the e-Toll Related Charges were paid directly by a third-party through a central billing account.
- In the event that the combined amount of valid claims, attorneys' fees and costs, service award and administration costs exceed \$45 million, the class recovery will be reduced on a *pro rata* basis.

The average settlement payments, based on the number of eligible rental transactions, are described below:

[TABLE WITH AVERAGE CLAIM AMOUNTS BASED ON THE NUMBER OF ELIGIBLE RENTAL TRANSACTIONS TO BE CALCULATED BY CLAIMS ADMINISTRATOR USING THE SETTLEMENT DATABASE]

## 9. What claims am I releasing if I stay in the Settlement Class?

Unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about any of the legal claims this Settlement resolves. The "Class

Released Claims” section in the Settlement Agreement describes the legal claims that you release if you remain in the Class. The Settlement Agreement can be found at [Website URL].

## HOW TO GET A PAYMENT—MAKING A CLAIM

### 10. How do I submit a claim and get a cash payment?

You must complete and submit a Claim Form by **[Deadline Date]**. Claim Forms may be submitted online at [Website URL] or printed from the website and mailed to the Settlement Administrator at Avis Budget Group E-Toll Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103. Claim Forms submitted by mail must be **postmarked no later than [Deadline Date]**.

You may contact the Settlement Administrator to request a Claim Form by telephone 1-XXX-XXX-XXXX, by email: [Email Address], or U.S. mail at Avis Budget Group E-Toll Settlement, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103.

### 11. What is the deadline for submitting a claim?

Claims must be submitted online by **[Deadline Date]**. Claim Forms submitted by mail must be **postmarked no later than [Deadline Date]**.

### 12. When will I get my payment?

The Court will hold a Final Approval Hearing on **[Date]** at **[Time]** ET, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be appeals. Whether appeals will be filed and how long it will take to resolve them is uncertain. Settlement payments will be distributed as soon as possible, if and when the Court grants final approval to the Settlement and after any appeals are resolved.

The date and time of the Final Approval Hearing is subject to modification by the Court so check [Website URL] for updates.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

Yes. The Court has appointed the law firms of Lite DePalma Greenberg & Afanador LLC, and Abbey Spanier, LLP to represent you and the Class. These attorneys are called Class Counsel.

### 14. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel works for you. If you want your own lawyer, you may hire one at your own expense.

### 15. How will the lawyers be paid?

Class Counsel will ask the Court for an award of attorneys' fees and costs of up to \$6,750,000. They will also ask the Court to approve a \$7,500 service award for the Class Representative. The Court may award less than these amounts.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

### 16. How do I opt out of the Settlement?

If you do not want to receive any benefits from the Settlement, and you want to keep your right, if any, to sue the Defendants on your own about the legal issues in this case, then you must take steps to exclude yourself from the Class. This is called "opting out" of the Settlement. The deadline for opting out of the Settlement is **[Deadline Date]**.

To opt out of the Settlement, you must submit a written request by mail. Your request to opt out must include: (1) your name; (2) your current address; (3) a statement that you are a Class Member, and you wish to opt out of the Settlement in *Mendez v. Avis Budget Group, Inc. et al.*, Case No. 2:11-cv-06537-CCC-JSA (D.N.J.); and (4) your signature. Your request to opt out must be mailed to the Settlement Administrator so it is **postmarked no later than [Deadline Date]**:

Avis Budget Group E-Toll Settlement  
ATTN: Exclusion Request  
PO Box 58220  
Philadelphia, PA 19102

If you opt out, you are telling the Court you do not want to be part of the Settlement. You will not be eligible to receive a payment if you exclude yourself. "Mass" or "class" opt-outs are not permitted.

## COMMENTING ON OR OBJECTING TO THE SETTLEMENT

### 17. How do I tell the Court if I do not like the Settlement?

If you are a Class Member, you can object to the Settlement if you do not like all or part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views.

Your written objection must include: (i) the case name and number: *Mendez v. Avis Budget Group, Inc. et al.*, Case No. 2:11-cv-06537-CCC-JSA (D.N.J.); (ii) your name and address and the name and address of any lawyer representing you; (iii) attach documents sufficient to establish your membership

in the Class; (iv) submit the factual and legal basis of each objection; (v) provide the names and addresses of any and all witnesses in support of the objection; and (vi) state whether you intend to appear at the Final Approval Hearing in person or through counsel.

Your written objection may be filed with the Court and serve a copy to the Settlement Administrator, Class Counsel and Defendants' Counsel by **[Deadline Date]**:

<b>Court</b>	<b>Settlement Administrator</b>	<b>Defendants' Counsel</b>
Clerk of the Court Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07102	Avis Budget Group E-Toll Settlement ATTN: Objections PO Box 58220 Philadelphia, PA 19102	Paul J. Halasz Paul R. Marino <b>Day Pitney LLP</b> One Jefferson Road Parsippany, NJ 07054
<b>Class Counsel</b>		<b>Class Counsel</b>
Joseph J. DePalma Jeremy Nash <b>Lite DePalma Greenberg &amp; Afanador LLC</b> 570 Broad Street Suite 1201 Newark, NJ 07102		Judith L. Spanier <b>Abbey Spanier, LLP</b> 212 East 39th St. New York, NY 10016

You or your attorney may speak at the Final Approval Hearing about your objection. To do so, you must include a statement in your objection indicating that you or your attorney intend to appear at the Final Approval Hearing. Remember, your objection must be filed with the Court with copies delivered to the Settlement Administrator, Class Counsel and Counsel for Defendants by **[Deadline Date]**.

**18. What is the difference between objecting and excluding?**

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you do not exclude yourself from the Settlement. Excluding yourself from the Settlement is opting out and telling the Court that you do not want to be part of the Settlement. If you opt out of the Settlement, you cannot object to it because it no longer affects you.

**THE COURT'S FINAL APPROVAL HEARING**

**19. When is the Court's Final Approval Hearing?**

The Court will hold a Final Approval Hearing at **[Time]** ET on **[Date]**, in Courtroom **XXX** located at Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs,

as well as the Class Representative's service award. If there are objections, the Court will consider them. Judge Cecchi will listen to people who have asked to speak at the hearing (*see* Question 17 above). After the hearing, the Court will decide whether to approve the Settlement. The date or time of the Final Approval Hearing may change. Be sure to check the Settlement Website, [Website URL], for any updates.

## **20. Do I have to come to the Final Approval Hearing?**

No. Class Counsel will answer any questions the Court may have. You may attend at your own expense if you wish. If you send an objection, you do not have to come to the Final Approval Hearing to talk about it. If you delivered your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

### **IF I DO NOTHING**

## **21. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will give up the rights explained in Question 9, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendants and the Released Parties about the legal issues resolved by this Settlement. In addition, you will not receive a payment from this Settlement.

### **GETTING MORE INFORMATION**

## **22. How do I get more information?**

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at [Website URL].

If you have additional questions, you may contact the Settlement Administrator by email, phone, or mail:

Email: [Email Address]

Toll-Free: 1-XXX-XXX-XXXX

Mail: *Avis Budget Group E-Toll Settlement*, c/o Settlement Administrator, 1650 Arch Street, Suite 2210, Philadelphia, PA 19103

Publicly filed documents can also be obtained by visiting the office of the Clerk of the United States District Court for the District of New Jersey or by reviewing the Court's online docket.

**Exhibit E to Mendez v. ABG et al  
Settlement Agreement**

**(Preliminary Approval Order)**



The Court finds that it has jurisdiction over this action and each of the parties under 28 U.S.C. § 1332, as amended by the Class Action Fairness Act, and that venue is proper in this district.

The Court has carefully considered the Motion for Preliminary Approval and supporting Memorandum of Law, the Settlement Agreement (including all exhibits), and the record in this case, and for good cause shown finds that the Settlement Agreement is sufficiently fair, reasonable, and adequate to allow dissemination of notice of the proposed class settlement to Class Members and to hold a Final Approval Hearing. The Court further finds that the Settlement Agreement was entered into at arms' length by experienced counsel after extensive discovery and after mediation and negotiations over an extended period of time. Accordingly, the Court directs that notice be sent to Class Members in accordance with the Settlement Agreement and this Order and further schedules a Final Approval Hearing to make a final determination as to whether the settlement is fair, reasonable, and adequate.

**THEREFORE, IT IS on this \_\_\_\_ day of \_\_\_\_\_, 2022 HEREBY ORDERED as follows that:**

1. **Settlement Class.** The Court conditionally certifies a settlement class (hereinafter, the "Class" or "Settlement Class") as follows:

All U.S. residents who (1) rented an Avis or Budget vehicle from a company owned location in the U.S. during the Class Period and, (2) in connection with that rental, paid Avis, Budget or their electronic toll processing administrator, HTA, for their use of e-Toll.

Excluded from the Class are the following categories of customers: (1) Persons who were employed by the Defendants at any time from April 1, 2007 through the present; (2) legal representatives of the Defendants; and (3) judges who have presided over this case and their immediate families.

“Class Period” means April 1, 2007 through December 31, 2015, except that for rental transactions originating in Florida, Texas, and Colorado the class period is March 2, 2009 through December 31, 2015.

2. **Conditional Certification.** The Court finds, for purposes of preliminary approval and for settlement purposes only, that (a) Pursuant to Fed. R. Civ. P. 23(a)(1) that Class Members are so numerous as to make joinder of all members impracticable; (b) Pursuant to Fed. R. Civ. P. 23(a)(2) there are questions of law or fact common to members of the proposed Class; (c) Pursuant to Fed. R. Civ. P. 23 (a)(3) the claims of the Plaintiff are typical of the claims of the Class Members he seeks to represent; (d) Pursuant to Fed. R. Civ. P. 23(a)(4), Plaintiff and Class Counsel will fairly and adequately protect the interests of all members of the Class they seek to represent and the interests of Plaintiff are not antagonistic to those of the Class; (e) Pursuant to Fed. R. Civ. P. 23(b)(3) questions of law or fact common to the proposed settlement Class Members predominate over any questions affecting only individual members; and (f) Pursuant to Fed. R. Civ. P. 23(b)(3), a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. The Court finds on a preliminary basis that the Settlement Agreement is fair, reasonable, and adequate, warranting a Final Approval Hearing and issuance of notice to the Class in the manner and forms set forth in the Settlement Agreement.

4. **Class Representative.** The Court preliminarily appoints Plaintiff as representative for the Class. The Court preliminarily finds that Class Counsel fairly and adequately represent the interests of Plaintiff and the Class and hereby appoints them as Class Counsel to represent the Class pursuant to Fed. R. Civ. P. 23(g).

5. **Settlement Administrator.** The Court appoints Angeion Group as Settlement Administrator to implement, perform, and oversee notice of the Settlement Agreement to Class Members; to process and pay claims made by Claimants; and to otherwise carry out the settlement administration responsibilities under the Settlement Agreement, including but not limited to:

- a. Formatting the various forms of notice;
- b. Email or arranging for email of the Email Notice;
- c. Mailing or arranging for the mailing of the Summary Notice;
- d. Establishing and maintaining the settlement website;
- e. Publishing, with input and approval of Defendants and Class Counsel: (i) Publication Notice in agreed upon media sources both for due process notice and claims stimulation and (ii) the Notice on the settlement website;
- f. Handling returned mail not delivered and making any additional mailings required under the terms of the Settlement Agreement;
- g. Responding, as necessary, to inquiries from Class Members, potential Class Members, and Claimants telephonically, via the Internet, and US mail;
- h. Maintaining accurate records and information on those Class Members who submit claims, are reimbursed under the terms of this Settlement Agreement and/or dispute their settlement payment amounts;
- i. Updating addresses of Class Members;
- j. Preparing any affidavits required by the Court, Class Counsel, or Defense Counsel, including an affidavit to be submitted to the Court before the Final Approval Hearing that identifies the number of persons who timely submitted Requests for Exclusion from the settlement (the Opt-Out List) and details the Class notice program that the Settlement Administrator implemented under this Settlement Agreement;
- k. Promptly responding to Class Counsel's or Defense Counsel's reasonable requests for information and providing them information and documents, and communicating with Class Counsel and Defense Counsel regarding the same;
- l. Processing Claim Forms submitted electronically and by mail;
- m. Evaluating Claim Forms submitted by prospective Claimants to determine their eligibility for settlement payments as provided for in this Settlement Agreement;

- n. Making and accounting for payments to Claimants;
- o. Collecting and organizing Class Member-related data provided under this Settlement Agreement by one or more of the Defendants;
- p. As necessary, preparing and filing tax returns and related forms; and
- q. Completing any other task reasonably necessary and proper to effectuate the payment of Claimants and administering the Settlement Agreement.

6. **Notice Plan.** The Court finds that the form, content, and methods of dissemination of the proposed Notice, Email Notice, Summary Notice, and Publication Notice to be provided to Class Members: (a) is the best practicable notice; (b) is reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the Action and of their right to object or to exclude themselves from the Settlement; (c) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (d) meets all applicable requirements of Fed. R. Civ. Proc. 23, and due process. The Court therefore approves the Notice, Email Notice, Summary Notice, and Publication Notice and orders that they be disseminated in the manner called for in the Settlement Agreement. The Parties and Settlement Administrator are directed to forthwith implement the notice program as set forth in the Settlement Agreement.

7. **Requests for Exclusion.** A Request for Exclusion (or “opt-out”) must (a) be submitted and signed by the individual Class Member; (b) be submitted to the Settlement Administrator and received by a date not later than 135 days from entry of this Order; (c) contain the Class Member’s name and address; (d) express that he or she does not want to be a Class Member; and (e) otherwise comply with the instructions set forth in the Notice. So-called “mass” or “class” opt-outs shall not be allowed.

8. Requests for Exclusion must be exercised individually, not as or on behalf of a group, class, or subclass, except that an authorized legal representative of an individual acting on

behalf of the individual may submit a Request for Exclusion. Any individual who timely requests exclusion from the Class and in accordance with the Settlement Agreement shall not be bound by any orders or judgments entered in this Action and shall not be entitled to receive any benefits provided by the Settlement in the event it is finally approved by the Court.

9. Any Class Member who does not submit a timely, written Request for Exclusion from the Settlement will be bound by all proceedings, orders, and judgments in the Action, even if the Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Class Released Claims, and even if such Class Member never received actual notice of the Action or this proposed Settlement. Any individual who files a Request for Exclusion will have no right or opportunity to object to the Settlement.

10. **Objections.** Any Class Member wishing to object to or to oppose the approval of this Settlement Agreement or the Fee and Cost Application shall file a written objection with a statement of reasons with the Court and serve it on the Settlement Administrator and all Parties no later than 135 days from entry of this Order. The written objection must (a) state the name and address of the objector and objector's counsel, if any; (b) attach documents sufficient to establish the objector's membership in the Class; (c) submit the factual and legal basis of each objection; (d) provide the names, addresses, and expected testimony of any and all witnesses in support of the objection; and (e) state whether the objector intends to appear at the Final Approval Hearing in person or through counsel.

11. All objectors shall make themselves available to be deposed by Class Counsel and Defendants' Counsel in the state and county of the objector's residence within seven days of service of his or her timely written objection.

12. Class Counsel will file with the Court their reply brief in support of final settlement approval, and in response to any objections at least 10 days before the date of the Final Approval Hearing. Defendants may also file a brief in support of the final settlement approval, and in response to any objections, if they wish.

13. Any attorney hired by a Class Member or governmental entity for the purpose of objecting to any term or aspect of the Settlement Agreement must file with the Clerk of the Court and serve on Class Counsel and Defendants' Counsel a notice of appearance no later than 20 days prior to the Final Approval Hearing, or as the Court may otherwise direct. Any objector who does not properly and timely object, will not be permitted to appear at the Final Approval Hearing or to object.

14. The right to object to the Settlement must be exercised individually by a Class Member or his or her attorney, and not as a member of a group, class, or subclass, except that objections may be submitted by a Class Member's authorized legal representative acting for an individual Class Member. No Class Member represented by an attorney shall be deemed to have objected to the Settlement Agreement unless an objection signed by that Class Member also is filed with the Court and served upon Class Counsel and counsel for all the Defendants as required herein.

15. **No Admission.** Neither the acceptance by Defendants of the terms of this Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission by Defendants with respect to the merits of the claims alleged in the Action; the validity of any claims that could have been asserted by any of the Class Members in the Action, including but not limited to the Class Released Claims; the liability of Defendants in the Action; or as to the validity, legality, or fairness of e-Toll. Defendants specifically deny any liability or

wrongdoing of any kind associated with the claims alleged in the Action. Neither the acceptance by the Class Representative of the terms of the Settlement Agreement nor any of the related negotiations or proceedings constitutes an admission by the Class Representative with respect to the merits of the claims or defenses in the Action.

16. **Disapproval.** The Court finds that preliminary certification and approval, and all actions associated with them, are undertaken on the condition that they shall be vacated if the Settlement Agreement is terminated or disapproved in whole or in material part by the Court, or any appellate court and/or other court of review, or if any of the parties invokes the right to terminate the Settlement Agreement as provided by its terms, in which case the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as evidence for any purpose, including but not limited to, an admission by any party of liability or non-liability or of any misrepresentation or omission in any statement or written document approved or made by Defendants, or of the certifiability or non-certifiability of any class. Moreover, if the Settlement Agreement is terminated or disapproved in whole or in material part by the Court, or any appellate court and/or other court of review, or if any of the Parties invokes the right to withdraw from the Settlement as provided in the Settlement Agreement, all proceedings that have taken place with regard to the Settlement Agreement shall be without prejudice to the rights and contentions of the Parties; all orders entered in connection with the Settlement, including the certification of a Settlement Class shall be vacated and without prejudice to any party's position on the issue of class certification or any other issue, in this Action or any other action; and the Parties and the Action shall be restored to their status existing on the date the Settlement Agreement was executed. In such event the Court shall reestablish a schedule for further proceedings with the Parties.

17. **Claim Form.** The Court approves the Claim Form as shown at Exhibit A to the Settlement Agreement for distribution to Class Members in accordance with the Settlement Agreement. The size, format, and/or layout of the Claim Form may be modified by mutual agreement of the Parties without the need for Court approval, provided that any such modifications are consistent with the general intent of the Settlement Agreement.

18. All proceedings in the Action are stayed until further order of the Court except as may be necessary to implement the Settlement; to comply with this Preliminary Approval Order; or to comply with the terms of the Settlement Agreement. Further, all Class Members, and anyone who acts or purports to act on their behalf, are hereby enjoined until further order of the Court from instituting, continuing, commencing or prosecuting any action against any of the Defendants which asserts claims that are to be settled in this Settlement Agreement.

19. **Final Approval.** A Final Approval Hearing is hereby scheduled before this Court on \_\_\_\_\_, 2022, at \_\_\_\_\_<sup>1</sup> for the following purposes: (a) to consider whether to finally certify the Class; (b) to determine finally whether the Settlement Agreement is fair, reasonable, and adequate; (c) to consider any objections to the Settlement Agreement; (d) to determine whether the Final Approval Order as provided for under the terms of the Settlement Agreement should be entered; (e) to consider any application(s) which Class Counsel may file for an award of attorneys' fees and costs and for an award of Class Representative service fees; and, (f) to rule upon such other matters as the Court may deem appropriate. The Court may continue or adjourn the Final Approval Hearing from time to time, by oral announcement at the hearing or at any adjournment thereof, without further notice to Class Members. At the Final Approval Hearing, Class Members may be heard if they have timely submitted written objections, in opposition to the settlement. If a Class Member hires an

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<sup>1</sup> The Parties request a date be set on or about 190 days after entry of this Order.

attorney to represent him or her at the Final Approval Hearing, he or she must do so at his or her own expense. This hearing will be held at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102.

20. The Parties' submissions in support of final approval of the settlement and application for award of attorneys' fees and costs and for an award of Class Representative service fees on or before shall be filed on or before \_\_\_\_\_, 2022.<sup>2</sup> A copy of the application(s) shall be posted on the settlement website.

21. The Court may, for good cause, extend, but not reduce in time, any of the deadlines set forth in this Preliminary Approval Order without further notice to Class Members.

BY THE COURT

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Hon. Claire C. Cecchi  
United States District Judge

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<sup>2</sup> The Parties request date be set on or about 105 days after entry of this Order.

**Exhibit F to Mendez v. ABG et al  
Settlement Agreement**

**(Summary Notice)**

Avis Budget Group E-Toll Settlement  
Settlement Administrator  
1650 Arch Street, Suite 2210  
Philadelphia, PA 19103

**If you are a U.S. resident  
who paid an e-Toll-Related  
Charge in connection with  
renting an Avis or Budget  
vehicle from April 1, 2007  
through December 31, 2015,  
you may be eligible for a  
payment from a class action  
Settlement.**

For more information on the proposed  
settlement, to file a claim, object, or to  
exclude yourself, call toll-free 1-XXX-XXX-  
XXXX or visit [website URL](#).

**916296.8**

**Do not contact the Court for  
Information  
about the  
settlement.**

PRESORTED FIRST CLASS MAIL US POSTAGE PAID MAG
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<< BARCODE >>  
NUMERIC EQUIVALENT  
Postal Service: Please do not mark barcode

Notice ID: «ID #»  
Confirmation Code: «Code #»

«Company»  
«First Name» «Last Name»  
«Address1»  
«Address2»  
«City», «St» «Zip»  
«Country»

PLEASE RETAIN THIS POSTCARD FOR YOUR RECORDS  
**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

A Settlement has been reached with Avis Budget Group, Inc. ("ABG") and Highway Toll Administration, LLC ("HTA") (collectively, the "Defendants") in a class action lawsuit alleging improper collection of charges associated with use of the "e-Toll" electronic toll payment system ("e-Toll"). Defendants dispute the claims.

**Am I a Class Member?** You are included in this Settlement as a Class Member if you are a U.S. resident who (1) rented an Avis or Budget vehicle from a company owned location in the United States from April 1, 2007 through December 31, 2015 ("Class Period"), and (2) in connection with that rental, paid Avis, Budget, or their electronic toll processing administrator, HTA, for use of e-Toll.

**What benefit can I get from the settlement?** Each Class Member who submits a timely and valid claim will receive a partial reimbursement of eligible e-Toll-Related Charges. Settlement amounts will vary from an average of \$\_\_\_\_\_ for one eligible transaction to an average of \$\_\_\_\_\_ for seven eligible transactions. Visit [website URL] for more information. You must complete and submit a Claim Form by [Deadline Date]. Claim Forms may be submitted online at [website URL] or printed from the website and mailed to the Settlement Administrator. Claim Forms submitted by mail must be postmarked no later than [Deadline Date].

**How can I exclude myself from the class?** If you don't want to make a claim and you don't want to be legally bound by the settlement, your request to be excluded must be **mailed postmarked no later than [Deadline date]** or you will not be able to sue, or continue to sue, the Defendants about the claims and allegations in this case. Refer to the settlement website and the full Notice for information and instructions on how to exclude yourself.

**How can I object?** If you want to stay in the Settlement Class, but you want to object to the settlement and/or to Class Counsel's request for Attorneys' Fees and Costs, your objection must be filed with the Court **no later than [Deadline date]**. Refer to the settlement website and the full Notice for information and instructions on how to object.

**Do I have a lawyer in this case?** Yes. The Court has appointed the law firms of Lite DePalma Greenberg & Afanador LLC, and Abbey Spanier, LLP to represent you and the Class. These attorneys are called Class Counsel.

**The Court's Final Approval Hearing.** The Court's Final Approval Hearing will take place on **DATE at TIME** at the Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102, to consider whether to approve (1) the settlement; (2) Class Counsel's request for Attorneys' fees and costs of up to \$6,750,000; and (3) Class Representative Service Award of up to \$7,500. You may appear at the Final Hearing, but you don't need to. The Court will review any objections to the Settlement at the hearing. The date of the hearing may change without further notice so please visit [website URL] for updated information.

**Where can I get more information?** Please visit the settlement website at [website URL] or call toll free 1-XXX-XXX-XXXX to obtain more complete information about the proposed settlement and your rights.

916296.8