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

In re Avis Rent A Car System, LLC Security Incident Litigation	Case No. 2:24-CV-09243-JXN-MAH **SETTLEMENT AGREEMENT**

SETTLEMENT AGREEMENT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

1.2 "Agreement" or "Settlement Agreement" means this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

1.16 "Judgment" means a judgment rendered by the Court.

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

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

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

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

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

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

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

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

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

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

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

1.28 "Released Claims" shall collectively mean any and all past, present, and future claims, causes of action, lawsuits, set-offs, costs, expenses, attorneys' fees, losses, rights, demands, charges, complaints, actions, suits, petitions, obligations, debts, contracts, penalties, damages, or liabilities of any nature whatsoever, whether known or unknown, liquidated or unliquidated, accrued or unaccrued, fixed or contingent, direct or derivative, matured or unmatured, in law or equity, and any other form of legal or equitable relief that has been asserted, was asserted, or could have been asserted, by any Settlement Class Member against any of the Released Persons reasonably related to the operative facts alleged in or otherwise described by the Consolidated Complaint. Released Claims shall not include the right of any Settlement Class Member or any of the Released Persons to enforce the terms of the Settlement contained in this Settlement Agreement and shall not include the claims of Class Members who have timely excluded themselves from this Settlement using the protocol described herein.

1.29 "Released Persons" means Defendants and their Related Entities.

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

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

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

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

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

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

1.36 "Settlement Website" means a website, the URL for which to be mutually selected by the Settling Parties, that will inform Class Members of the terms of this Settlement Agreement, their rights, dates and deadlines and related information, as well as provide the Class Members with the ability to submit a Settlement Claim online.

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

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

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

II. SETTLEMENT CLASS BENEFITS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. CLASS CERTIFICATION

3.1 The Settling Parties agree, for purposes of this settlement only, to the certification of the Settlement Class. If the settlement set forth in this Settlement Agreement is not approved by the Court, or if the Settlement Agreement is terminated or cancelled pursuant to the terms of this Settlement Agreement, this Settlement Agreement, and the certification of the Settlement Class provided for herein, will be vacated and the Litigation shall proceed as though the Settlement Class had never been certified, without prejudice to any Person or any Settling Party's position on the issue of class certification or any other issue. The Settling Parties' agreement to the certification of the Settlement Class is also without prejudice to any position asserted by the Settling Parties in any other proceeding, case or action, as to which all of their rights are specifically preserved. All discussions and agreements related to the Settlement Agreement shall be considered confidential and inadmissible pursuant to Federal Rule of Evidence 408.

IV. NOTICE AND CLAIMS ADMINISTRATION

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

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

V. PRELIMINARY APPROVAL AND IMPLEMENTATION OF NOTICE PROGRAM

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

a) provisional certification of the Settlement Class for settlement purposes only pursuant to ¶ 3.1;

b) preliminary approval of the Settlement Agreement as set forth herein;

c) appointment of Proposed Settlement Class Counsel as Settlement Class Counsel;

d) appointment of Plaintiffs as Settlement Class Representatives;

e) approval of the Notice Program and Notices;

f) approval of the Claim Form and Claims process;

g) appointment of Angeion Group, LLC as the Settlement Administrator;

h) stay the Action pending Final Approval of the Settlement; and

i) schedule a Final Approval Hearing for a time and date mutually convenient for the Court, Class Counsel, and Defendants' Counsel.

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

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

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

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

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

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

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

a) Via U.S. mail and/or email to all Class Members for whom Defendants have an email address or mailing address, or for whom the Claims Administrator can reasonably ascertain a valid email address for. Before any mailing under this paragraph occurs, the Claims Administrator shall run the postal addresses of Class Members through the United States Postal Service ("USPS") National Change of Address database to update any change of address on file with the USPS;

i. In the event that a mailed Short Notice is returned to the Claims Administrator by the USPS because the address of the recipient is no longer valid and the envelope contains a forwarding address, the Claims Administrator shall re-send the Short Notice to the forwarding address within seven (7) days of receiving the returned Short Notice;

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

b) Publishing, on or before the Notice Commencement Date, the Short Notice, Claim Form, and Long Notice on the Settlement Website, as specified in the Preliminary Approval Order, and maintaining and updating the website throughout the claim period.

c) Mailing the Short Notice shall be substantially completed not later than seventy-five (75) days after entry of the Preliminary Approval Order (the "Notice Completion Date").

d) If, 30 days prior to the Claims Deadline, fewer than five percent (5%) of the Settlement Class have submitted claims, and at the sole discretion of Class Counsel, the Claims Administrator may send a reminder notice, via e-mail, to the Settlement Class.

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

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

5.5 The Short Notice, Long Notice, and other applicable communications to the Settlement Class may be adjusted by the Claims Administrator, respectively, in consultation and agreement with the Settling Parties, as may be reasonable and consistent with the Court's Preliminary Approval Order. The Notice Program shall commence within sixty (60) days after entry of the Preliminary Approval Order (the "Notice Commencement Date") and shall be substantially completed within seventy-five (75) days after entry of the Preliminary Approval Order (the "Notice Completion Date").

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

VI. OPT-OUT PROCEDURES

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

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

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

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

VII. OBJECTION PROCEDURES

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

7.2 Although the Court's stated policy is to hear from any class member who attends the Final Fairness Hearing and asks to speak regarding his or her objection to the settlement, the Parties reserve the right to challenge the objection of any Settlement Class Member who fails to comply with the requirements for objecting in ¶ 7.1 as having waived and forfeited any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement, and assert that such Settlement Class Member is bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Litigation. The exclusive means for any challenge to the Settlement Agreement shall be through the provisions of ¶ 7.1. Without limiting the foregoing, any challenge to the Settlement Agreement, the Final Approval of the Settlement, or the Judgment to be entered upon final approval shall be pursuant to appeal under the Federal Rules of Appellate Procedure and not through a collateral attack.

VIII. RELEASES

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

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

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

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

IX. SERVICE AWARD AND ATTORNEYS' FEES AND EXPENSES

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

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

9.3 The Claims Administrator shall, from the Settlement Fund, pay the service awards and attorneys' fees and expenses awarded by the Court to Settlement Class Counsel within thirty-five (35) days after the Effective Date. The attorneys' fees and expenses award will be allocated among Plaintiffs' Counsel. Proposed Settlement Class Counsel shall have the sole discretion to make the fee allocations. Defendants bear no responsibility or liability relating to the allocation of the attorneys' fees and expenses among Plaintiffs' Counsel.

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

X. ADMINISTRATION OF CLAIMS

10.1 The Claims Administrator shall administer and calculate the claims submitted by Settlement Class Members under ¶¶ 2.3.1 and 2.3.2. Proposed Settlement Class Counsel and counsel for Defendants shall be given reports as to both claims and distribution, and have the right to challenge the claims and distribution set forth in the reports, including by requesting and receiving, for any approved claim, the name of the Settlement Class Member, a description of the approved claim, including dollar amounts to be paid as Out-of-Pocket Losses, and all supporting documentation submitted. If counsel for the Settling Parties agree that any such claim is improper, the Claims Administrator shall follow counsel's joint direction regarding the disposition of the claim. If the Settling Parties cannot agree on the disposition of a claim, the Settling Parties, upon the election of either Settling Party, will submit the claim for disposition to a jointly agreed upon impartial third-party claim referee for determination. The Claims Administrator's determination of whether a Settlement Claim is a Valid Claim shall be binding, subject to the above right of review and challenge and the Dispute Resolution process set forth in ¶ 2.6. All claims agreed to be paid in full by Defendants shall be deemed Valid Claims.

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

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

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

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

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

a) The Court has entered the Preliminary Approval Order, as required by ¶ 5.1;

b) The Court has entered the Judgment granting final approval to the settlement as set forth herein; and

c) Judgment has become Final, as defined in ¶ 1.14.

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

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

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

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

XII. MISCELLANEOUS PROVISIONS

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

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

12.3 Neither the Settlement Agreement, nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Settlement Agreement or the settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity or lack thereof of any Released Claim, or of any wrongdoing or liability of any of the Released Persons; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Released Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Persons may file the Settlement Agreement and/or the Judgment in any action that may be brought against them or any of them in order to support a defense or counterclaim based on principles of *res judicata,* collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

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

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

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

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

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

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

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

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

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

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

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

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

Plaintiff, Brooke Pestano

Brooke Pestano

____

Plaintiff, Jason Shay

DocuSigned by:

Jason Shay

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Plaintiff, Chase Schachenman

____

Defendant, Avis Rent A Car System, LLC

By: Jean Sera

Its: SVP & GC

Defendant, Avis Budget Group, Inc.

By: Jean Sera

Its: SVP & GC

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

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Plaintiff, Brooke Pestano

____

Plaintiff, Jason Shay

____

Plaintiff, Chase Schachenman

Chase Schachenman

Defendant, Avis Rent A Car System, LLC

By: Jean Sera

Its: SVP & GC

Defendant, Avis Budget Group, Inc.

By: Jean Sera

Its: SVP & GC

Plaintiff, Jason Bundrik

____

ORRICK, HERRINGTON & SUTCLIFFE LLP

/s/ Aravind Swaminathan

Aravind Swaminathan
401 Union Street, Suite 3300
Seattle, WA 98101
Telephone: (206) 639-9157
aswaminathan@orrick.com

Attorneys for Defendants

Plaintiff, Bill D. Thomas

____

Plaintiff, Tanisorn Tatiyaratana

____

Plaintiff, Michael Beauchane

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Plaintiff, Joe Lopez

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Plaintiff, Katrina Robertson

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Plaintiff, Brian Harris

Brian L Harris

Plaintiff, Jason Bundrik

Jason Bundrick

Plaintiff, Bill D. Thomas

____

Plaintiff, Tanisorn Tatiyaratana

____

Plaintiff, Michael Beauchane

DocuSigned by:

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Plaintiff, Joe Lopez

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Plaintiff, Katrina Robertson

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Plaintiff, Brian Harris

Brian L Harris

ORRICK, HERRINGTON & SUTCLIFFE LLP

/s/ Aravind Swaminathan
Aravind Swaminathan
401 Union Street, Suite 3300
Seattle, WA 98101
Telephone: (206) 639-9157
aswaminathan@orrick.com

Attorneys for Defendants

Plaintiff, Jason Bundrik

____

Plaintiff, Bill D. Thomas

____

Plaintiff, Tanisorn Tatiyaratana

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

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Plaintiff, Michael Beauchane

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Plaintiff, Joe Lopez

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Plaintiff, Katrina Robertson

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Plaintiff, Brian Harris

Brian L Harris
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ORRICK, HERRINGTON & SUTCLIFFE LLP

/s/ Aravind Swaminathan
Aravind Swaminathan
401 Union Street, Suite 3300
Seattle, WA 98101
Telephone: (206) 639-9157
aswaminathan@orrick.com

Attorneys for Defendants

Plaintiff, Jason Bundrik

____

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____

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____

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____

ORRICK, HERRINGTON & SUTCLIFFE LLP

/s/ Aravind Swaminathan
Aravind Swaminathan
401 Union Street, Suite 3300
Seattle, WA 98101
Telephone: (206) 639-9157
aswaminathan@orrick.com

Attorneys for Defendants

Plaintiff, Jason Bundrik

____

Plaintiff, Bill D. Thomas

____

Plaintiff, Tanisorn Tatiyaratana

____

Plaintiff, Michael Beauchane

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Plaintiff, Joe Lopez

____

Plaintiff, Katrina Robertson

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Plaintiff, Brian Harris

Brian L Harris
[illegible]____________________

ORRICK, HERRINGTON & SUTCLIFFE LLP

/s/ Aravind Swaminathan
Aravind Swaminathan
401 Union Street, Suite 3300
Seattle, WA 98101
Telephone: (206) 639-9157
aswaminathan@orrick.com

Attorneys for Defendants

/s/ ____________________
M. Anderson Berry WSBA No. 63160
EMERY REDDY, PC
600 Stewart Street, Suite 1100
Seattle WA 98101
916.823.6955 (Tel)
anderson@emeryreddy.com

/s/ ____________________
Marc Edelson
EDELSON LECHTZIN LLP
411 S. State Street, Suite N300
Newtown, PA 18940
Telephone: (215) 867-2399
medelson@edelson-law.com

/s/ ____________________
Gary Lynch
LYNCH CARPENTER LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
Telephone: (412) 322-9243
gary@lcllp.com

/s/ ____________________
Tyler Bean
SIRI & GLIMSTAD, LLP
745 Fifth Ave, Suite 500
New York, NY 10151
Telephone: (212) 532-1091
tbean@sirillp.com

Attorneys for Plaintiffs and the Settlement Class

/s/
M. Anderson Berry WSBA No. 63160
EMERY REDDY, PC
600 Stewart Street, Suite 1100
Seattle WA 98101
916.823.6955 (Tel)
anderson@emeryreddy.com

/s/
Marc Edelson
EDELSON LECHTZIN LLP
411 S. State Street, Suite N300
Newtown, PA 18940
Telephone: (215) 867-2399
medelson@edelson-law.com

/s/
Gary Lynch
LYNCH CARPENTER LLP
1133 Penn Avenue, 5th Floor
Pittsburgh, PA 15222
Telephone: (412) 322-9243
gary@lcllp.com

/s/
Tyler Bean
SIRI & GLIMSTAD, LLP
745 Fifth Ave, Suite 500
New York, NY 10151
Telephone: (212) 532-1091
tbean@sirillp.com

Attorneys for Plaintiffs and the Settlement Class

Settlement Agreement

Final Audit Report 2025-11-05

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By:	Cherie Cornfield (ccornfield@sirillp.com)
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Avis - Settlement Agreement

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