

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**

PHILIPPE CALDERON, *et al.*,

Plaintiffs,

v.

SIXT RENT A CAR, LLC,

Defendant.

Case No. 0:19-cv-62408-AHS

CLASS ACTION

CLASS ACTION SETTLEMENT AGREEMENT

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I. RECITALS

WHEREAS, This Class Action Settlement Agreement and Release (“Settlement Agreement”), dated as of the date of the last signature below, is made and entered into pursuant to Federal Rules of Civil Procedure 23(a), 23(b)(3) and 23(e) between and among: (1) Philippe Calderon, Ancizar Marin, and Kelli Borel Reidmiller (collectively, “Named Plaintiffs”), on behalf of themselves and as representatives of the Settlement Class defined below (the Named Plaintiffs and members of the Settlement Class are collectively referred to as “Settlement Class Members”) on the one hand, and (2) Defendant Sixt Rent A Car, LLC, (“Sixt” or “Defendant”), on the other hand, (Sixt and the Named Plaintiffs are collectively referred to as the “Parties”), by and through their undersigned counsel, in order to fully and finally settle and resolve the above-captioned litigation (the “Litigation”) and to effect dismissal with prejudice of all of the Released Claims (defined below) asserted against Sixt on the terms set forth herein, subject to the final approval of the Court and upon the Effective Date;

WHEREAS, This Settlement Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims;

WHEREAS, Named Plaintiffs initiated the Litigation by filing their first Complaint on September 26, 2019, filed a First Amended Class Action Complaint on August 28, 2020, and filed the operative Second Amended Class Action Complaint on March 2, 2022;

WHEREAS, in the Litigation, Named Plaintiffs generally alleged (among other things) that Sixt sent collection letters and damage invoices to rental car customers for damage repairs on rental vehicles that included charges for Estimate of Repair, Administrative Fee, Diminished Value, Loss of Use, and/or Estimate/Appraisal Fee that were imposed in violation of the rental agreement between the parties; on many occasions the monies charged and collected by Sixt for repairing

alleged damage to a rented vehicle were not used to make actual repairs; and that Sixt charged for Loss of Use, Diminished Value and Administrative Fees in a manner inconsistent with how such fees are defined in the Rental Agreement;

WHEREAS, Sixt filed a Motion to Dismiss and Motion to Compel Arbitration of the initial Complaint on November 14, 2019, the Court denied both Motions on February 12, 2020, and Sixt appealed the arbitration order to the 11th Circuit Court of Appeals;

WHEREAS, after briefing and Oral Argument, the 11th Circuit panel agreed with the District Court's findings and remanded the case to the Southern District of Florida on February 9, 2022;

WHEREAS, Sixt filed an answer to the Second Amended Complaint on March 16, 2022;

WHEREAS, the Parties engaged in substantial fact and class certification discovery between early 2020 and the summer of 2022;

WHEREAS, Calderon, Marin and Sixt participated in a full-day, formal private mediation session via videoconference with Rodney Max on January 27, 2021, which resulted in an impasse despite the parties' and the mediator's efforts;

WHEREAS, the Named Plaintiffs filed a Motion to Compel inspection of Defendant's Database, on May 3, 2022, which Sixt opposed on May 10, 2022;

WHEREAS, on June 24, 2022, the Named Plaintiffs' Motion to Compel inspection of Defendant's Database was granted;

WHEREAS, on July 8, 2022, Sixt filed Objections to the Order granting the Motion to Compel inspection of Defendant's Database, which were overruled on September 9, 2022;

WHEREAS, Sixt filed a Motion for Summary Judgment on July 18, 2022, which the Named Plaintiffs opposed on August 15, 2022;

WHEREAS, during the summer of 2022, the Parties resumed settlement negotiations and notified the Court of their intent to proceed to a second mediation session;

WHEREAS, before Sixt could file a mandamus petition seeking review of the order granting the Motion to Compel inspection of Defendant's Database, before Plaintiffs could file a Motion for Class Certification, and before the Parties could hold a second mediation session, the Court granted Sixt's Motion for Summary Judgment on September 20, 2022, and entered final judgment on October 3, 2022;

WHEREAS, Plaintiffs filed a Notice of Appeal to the 11th Circuit Court of Appeals on October 22, 2022;

WHEREAS, on November 2, 2022, Sixt served and advised that it intended to file a Verified Motion for Attorney's Fees and Non-taxable Costs, seeking to have the Named Plaintiffs pay all of Sixt's attorney fees and costs under the prevailing party language of the Florida Deceptive and Unfair Trade Practices Act, for which the deadline was stayed by the Court pending the resolution of the appeal on November 18, 2022;

WHEREAS, the 11th Circuit affirmed in part and reversed in part the summary judgment decision on August 15, 2024, and remanded the case to the Southern District of Florida on September 13, 2024;

WHEREAS, on September 25, 2024, the Parties attended a Case Management Conference before the Southern District of Florida wherein the Parties announced a desire to voluntarily attend a mediation since, among other reasons, if an agreement could not be reached, the Parties anticipated that Sixt would file a mandamus petition seeking review of the order granting the Motion to Compel inspection of Defendant's Database, while Plaintiffs would separately move to amend the complaint to, among other things, incorporate the 11th Circuit's prior rulings and law of

the case;

WHEREAS, on November 19, 2024, as part of a continued effort to work towards a resolution, the Parties participated in a full-day, formal private mediation session in person with Lance Harke, Esq. in Ft. Lauderdale, FL, which resulted in an agreement in principle and this Settlement Agreement;

WHEREAS, Sixt denies all of the allegations in the Litigation, denies that it has engaged in any wrongdoing, denies that Named Plaintiffs' claims are meritorious, and denies that it is legally responsible or liable to Named Plaintiffs or any Settlement Class Member, as defined herein, for any of the matters and damages asserted in this Litigation;

WHEREAS, the Parties agree that neither this Settlement Agreement nor the settlement it represents shall be construed as an admission by Sixt of any wrongdoing whatsoever including an admission of a violation of any statute or law, or of liability on the claims or allegations in the Litigation;

WHEREAS, the Parties agree and understand that neither this Settlement Agreement nor the Settlement it represents shall be construed or admissible as an admission by Sixt in the Litigation or any other proceedings that the Named Plaintiffs' claims, or similar claims, are or would be viable or suitable for class treatment if the Litigation proceeded through both litigation and trial;

WHEREAS, Sixt has concluded that the Settlement is desirable to avoid the time, expense and inherent uncertainties of defending protracted litigation and to resolve, finally and completely, all claims of Named Plaintiffs and members of the Settlement Class (defined below);

WHEREAS, Class Counsel are experienced in this type of class litigation, and therefore recognize the costs and risks of prosecution of this Litigation and believe that it is in the interest

of all Settlement Class Members to resolve this Litigation as set forth in this Settlement Agreement;

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

WHEREAS, this Settlement Agreement is the result of significant arm's-length settlement negotiations that have taken place between the Parties, including with the assistance of neutral and experienced mediators (on multiple occasions).

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the Parties as follows:

II. DEFINITIONS

2.1 "Administrative Fee"

"Administrative Fee" shall mean charges for "administrative fee," "administrative costs," or similar expenses connected to administration of a Damage Claim (as defined herein).

2.2 "Benefit"

"Benefit" shall mean the consideration available to Settlement Class Members through this settlement, as described in Section IV herein.

2.3 "Claim"

A "Claim" is a request for a Benefit under this Settlement Agreement.

2.4 “Claim Form”

“Claim Form” refers to a form to be completed by a Settlement Class Member to request a Benefit under this Settlement Agreement. During the Class Period, Claim Forms may be submitted to the Settlement Administrator by mail or electronically through the Settlement Website. Claim Forms sent only to Sixt or Sixt’s Counsel and not to the Settlement Administrator will be deemed invalid and ineligible for any Benefits. Sixt and Sixt’s Counsel will have no obligation to forward any such Claim Forms to the Settlement Administrator.

2.5 “Claims Period”

“Claims Period” means the time period during which a Settlement Class Member may submit a Claim Form, which period shall run from the Notice Date through the Date ending 30 days after the entry of the Final Order and Judgment. To be considered timely, potentially valid, and potentially eligible for any Benefits, a Claim Form must be either submitted electronically to the Settlement Administrator through the Settlement Website on or before 11:59:59 PM on the last day of the Claims Period or must be mailed to the Settlement Administrator with a postmark on or before the last day of the Claims Period.

2.5 “Class Counsel”

“Class Counsel” means: (1) Varnell & Warwick, P.A.; and (2) Gordon & Partners, P.A.

2.6 “Class Counsel’s Fees and Expenses Award”

“Class Counsel’s Fees and Expenses Award” shall mean a portion of the Combined Award approved by the Court and paid to Class Counsel to cover their attorneys’ fees and general litigation costs, such as depositions and experts, but not the costs associated with issuing Notice, Claims Administration or Service Awards which are also to be paid from the Combined Award. .

2.7 “Class List”

“Class List” shall mean the list of names and addresses for all persons that Sixt’s business records determines, based on its currently available documents, data, and other information, may be Settlement Class Members (as defined herein) and are thereby eligible to receive the Notice (as defined herein) and, if appropriate, submit a Claim Form (as defined herein). The mere inclusion of an individual or entity on the Class List or the mere issuance of a Notice to an individual or entity shall not automatically entitle any such individual or entity to receive any Benefits of this Settlement Agreement because only those who paid Damage Charges, who may still owe Damage charges, or who have an account associated with a Damage Claim listed on one or more of their credit reports are eligible for Benefits. The Class List shall be deemed confidential and proprietary and may not be disclosed or used for any purpose except as expressly noted herein. The Class List shall be checked by the Settlement Administrator against the National Change of Address database to update addresses before the Notice is issued. A complete electronic copy of the Class List shall be provided to the Settlement Administrator and will be kept confidential by the Settlement Administrator. Class Counsel shall not receive a full copy of the Class List, and shall not receive from Sixt or the Settlement Administrator the complete list of names or any contact information of any Members of the Settlement Class, but shall have access to any relevant information about Settlement Class Members as needed to address specific inquiries, complaints or claim processing. The Class List shall not be filed in Court, disclosed to any member of the Settlement Class, or otherwise disseminated to the public.

2.8 “Combined Award”

“Combined Award” shall mean the combined agreed-upon amount of \$1,601,000.00 to be used to pay all Settlement Administration Costs, Notice Costs, Service Awards, and Class

Counsel's attorney fees and litigation costs.

2.9 "Court"

"Court" shall mean the United States District Court for the District of Southern District of Florida, the Honorable Raag Singhal, United States District Judge, presiding, or his duly appointed successor.

2.10 "Damage Claim"

"Damage Claim" shall mean a letter, invoice, or similar correspondence that was sent to a customer (*i.e.*, a renter) by Sixt (or a collection agent of Sixt) demanding payment of one or more of the following charges in connection with alleged damage to a rental vehicle: Estimated Repair Costs; Diminished Value; and/or Administrative Fee.

2.11 "Diminished Value"

"Diminished Value" shall mean a charge for "diminished value," "diminution in value," or a similar charge in a Damage Claim.

2.12 "Effective Date"

The "Effective Date" of this Settlement Agreement means the date when all of the following conditions have occurred: (1) this Settlement Agreement has been fully executed by the Parties and their counsel; (2) no party has terminated this Settlement Agreement; (3) all necessary orders have been entered by the Court certifying a Settlement Class, granting preliminary approval of this Settlement Agreement, and approving the form of Notice, CAFA Notice, and Claim Form, all as provided herein; (4) the Court-approved Notice and the Settlement Website have been duly created and/or disseminated as ordered by the Court; (5) the Court has entered a Final Order and Judgment (as defined below) finally approving this Settlement Agreement as provided below; and (6) the Final Order and Judgment has become Final, as defined below, and is no longer subject to

any review or appeal.

2.13 “Estimated Repair Costs”

“Estimated Repair Costs” shall mean a charge for “estimate of repair,” “repair cost per estimate,” “repair cost per engineer report,” or a similar charge in a Damage Claim.

2.14 “Final”

“Final” – when referring to a judgment or order in this case – means that: (1) the judgment is a final appealable judgment; and (2) either: (a) no appeal has been taken from the judgment relating to the merits of the settlement as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment relating to the merits of the settlement having been commenced, such appeal or other review is voluntarily withdrawn or finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for *writ of certiorari*, or otherwise, and such appeal or other review has been finally resolved in a manner that affirms the Final Order and Judgment in all material respects, and there are no further proceedings to be held in the Court concerning the merits of the settlement on remand.

2.15 “Final Approval Hearing”

“Final Approval Hearing” shall mean the final hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the proposed settlement and whether the settlement should be finally approved by the Court and the matter dismissed with prejudice pursuant to this Settlement.

2.16 “Final Order and Judgment”

“Final Order and Judgment” shall mean the Court order that finally approves this Settlement Agreement, finally certifies the Settlement Class, enters an order on the Class Counsel’s

Fees and Expenses Award and the Services Awards (as detailed herein), and enters final judgment and closes the case.

2.17 “Loss of Use”

“Loss of Use” shall mean a charge for “Loss of Use” or a similar charge in a Damage Claim.

2.18 “Litigation”

“Litigation” shall mean all proceedings associated with Named Plaintiffs’ original, First and Second Amended Class Action Complaints, all allegations, and all claims asserted on behalf of the Named Plaintiffs, the Settlement Class, and/or others similarly situated against Sixt Rent a Car, LLC in CASE NO. 0:19-cv-62408-AHS, in the Southern District of Florida.

2.19 “Monetary Relief Fund”

“Monetary Relief Fund” shall mean the amounts paid by Sixt to the Settlement Administrator and held by the Settlement Administrator in an escrow account (the “Monetary Relief Fund Account”) for the purpose of making Settlement Distribution payments to Settlement Class Members.

2.20 “Named Plaintiffs”

“Named Plaintiffs” shall mean Plaintiffs Philippe Calderon, Ancizar Marin and Kelli Borel Riedmiller.

2.21 “Notice”

“Notice” shall mean the Court-approved form of notice of the settlement sent to the persons on the Class List by first class mail, postage prepaid. There shall be no Notices provided that are not expressly authorized by this Settlement Agreement.

2.22 “Notice Date”

“Notice Date” means the date by which the Settlement Administrator completes the mailing of a copy of the Notice by first class mail, postage prepaid, to each person on the Class List after first inputting the addresses listed on the Class List into the National Change of Address database. The Notice Date shall be no later than forty-five (45) days after the latter of: (1) the entry of the Preliminary Approval Order (as defined herein), or (1) the delivery of the Class List to the Settlement Administrator.

2.23 “Opt Outs”

“Opt-Outs” mean Settlement Class Members who opt out of this settlement as set forth below.

2.24 “Preliminary Approval Order”

“Preliminary Approval Order” means the order to be entered by the Court preliminarily approving the settlement, addressing the likelihood of certifying the Settlement Class and (among other things) directing that Notice be given to the persons on the Class List.

2.25 “Proof of Expense”

“Proof of Expense” shall mean an original invoice, legible photocopy thereof, or other record, or some combination thereof, identifying the expenses paid by the Settlement Class Member or Sixt (if applicable). Sufficient proof shall consist of one or more contemporaneous writings, including but not limited to receipts, invoices, repair orders or bills, credit card or banking statements, and cancelled checks, which, either individually or collectively, prove the existence of the out-of-pocket expenses and the amounts of the expenses.

2.26 “Qualifying Payment”

“Qualifying Payment” shall mean a payment to the customer account associated with a

Damage Claim made by the Settlement Class Member or by private third parties on their behalf, including any such payments made by their family members, their current or former employers, or a company they own(ed). The term “Qualifying Payment” excludes: (a) any payments made to an insurer, third party, or third-party insurer account associated with a Damage Claim; (b) any payments made by or on behalf of any insurers, credit card company, or other entity that has contracted to protect against such losses (*e.g.*, a customer’s auto insurance company or credit card company); and (c) any payments made by or behalf of any third party actually or allegedly responsible for any theft, loss, destruction, or damage of a rental vehicle (*e.g.*, a third party who caused an accident with the customer’s vehicle).

2.27 “Released Claims”

“Released Claims” means any and all known or unknown, existing or potential, suspected or unsuspected, liquidated or unliquidated, legal or statutory or equitable claims, actions, causes of action, counterclaims, demands, actions, suits, allegations of wrongdoing, liabilities, rights, demands, suits, debts, liens, contracts, agreements, or offsets against Releasees of whatever kind or nature, whether *ex contractu* or *ex delicto*, statutory, common-law, legal or equitable, including any claims for compensatory damages, punitive damages, exemplary damages, statutory damages, or other damages, prejudgment or post-judgment interest, attorneys’ fees, costs, expenses, losses, declaratory relief, injunctive relief, or other equitable relief, or any other form of relief arising from, based upon, or relating to any Damage Claim, the Litigation or the conduct, omissions, duties, or matters that were or could have been claimed, raised, brought, or alleged in the Litigation.

2.28 “Releasees”

“Releasees” shall mean and include: (a) Sixt Rent A Car, LLC; (b) all past and present

divisions, parent entities, affiliates, subsidiaries, related entities, members, and control persons of Sixt Rent A Car, LLC; (c) all past and present directors, officers, managers, employees, agents, attorneys, servants, licensees, brokers, suppliers, stockholders or shareholders, partners, principals, joint venturers, successors, assigns, independent contractors, service providers, insurers and reinsurers, advisors, consultants, representatives of any of the entities or persons listed in this paragraph; and (d) all predecessors, heirs, estates, successors, assigns, and legal representatives of any of the entities or persons listed in this paragraph.

2.29 “Releasors”

“Releasors” shall mean and include: (a) each Named Plaintiff; (b) each Settlement Class Member; and (c) all past and present directors, officers, managers, employees, agents, attorneys, servants, licensees, brokers, suppliers, stockholders or shareholders, partners, principals, joint venturers, successors, assigns, independent contractors, service providers, insurers and reinsurers, advisors, consultants, representatives of any of the entities or persons listed in this paragraph; and (d) all predecessors, heirs, estates, successors, assigns, and legal representatives of any of the entities or persons listed in this paragraph.

2.30 “Rental”

“Rental” shall mean the rental of a vehicle from a Sixt Corporate Location.

2.31 “Service Awards”

“Service Awards” shall mean monetary awards to compensate the Named Plaintiffs for efforts undertaken by them on behalf of the Settlement Class.

2.1 “Settlement Administration Costs”

“Settlement Administration Costs” shall mean all fees and costs billed to Class Counsel by the Settlement Administrator for its services as the Settlement Administrator.

2.2 “Settlement Administrator”

“Settlement Administrator” shall mean American Legal Claim Services, LLC in Jacksonville, Florida.

2.3 “Settlement Class Member”

“Settlement Class Members” are Named Plaintiffs and each individual who is a member of the Settlement Class as defined below.

2.4 “Settlement Website”

“Settlement Website” shall mean the website created and maintained by the Settlement Administrator which will contain, among other things, the Notice and Claim Forms, key documents related to the case (operative Complaint, Settlement Agreement, etc.), and important dates related to the settlement. The Settlement Website shall be published or posted on the Notice Date.

2.1 “Sixt”

“Sixt” shall mean Sixt Rent A Car, LLC, and its parent, members, subsidiaries, affiliates, related entities, predecessors, successors, assigns, directors, officers, managers, agents, dealers, suppliers, attorneys, representatives, employees, and independent contractors.

2.2 “Sixt Corporate Location”

“Sixt Corporate Location” shall a rental location owned and operated by Sixt Rent A Car, LLC in the United States.

2.3 “Sixt’s Counsel”

“Sixt’s Counsel” shall mean Patrick M. Emery of Lavendar Hoffman Emery, LLC and Irene Oria of Pierson Ferdinand LLP.

2.4 “U.S. Renter”

“U.S. Renter” shall mean an individual who provided a U.S. Driver’s License to Sixt at the time of their Rental.

2.1 “U.S. Driver’s License”

“U.S. Driver’s License” shall mean a driver’s license issued by a state or territory of the United States of America or by the District of Columbia.

III. SETTLEMENT CLASS

3.1 Solely for purposes of implementing this Settlement Agreement and effectuating the settlement, the Parties stipulate to certification of a Settlement Class defined as follows: Any U.S. Renter who rented a vehicle from Sixt at a Sixt Corporate Location in the U.S. on or before June 30, 2019 and was first sent a Damage Claim on or after January 1, 2014 in connection with that Rental (the “Settlement Class”).

3.2 For the sake of clarity: (1) only Rentals that started on or before June 30, 2019 can be used to qualify a U.S. Renter as a potential Settlement Class Members, such that Rentals that started on or after July 1, 2019 cannot be used to qualify a U.S. Renter as a potential Settlement Class Member; (2) only when an initial Damage Claim was sent on or after January 1, 2014 in connection with a Rental can the U.S. Renter potentially qualify as a potential Settlement Class Member (i.e. any U.S. Renter receiving a subsequent Damage Claim that was sent, on or after January 1, 2014, in connection with a Rental is disqualified from being a potential Settlement Class Member); and (3) both of the foregoing criteria, among others, must be met for an individual to qualify as a potential Settlement Class Member. To illustrate, for a Rental by a U.S. Renter from Sixt at a Sixt Corporate Location in the U.S. that involved a Damage Claim:

Rental Start Date	Date First Damage Claim Letter Sent	Date Second Damage Claim Letter Sent	Potential Settlement Class Member?
June 30, 2019	July 30, 2019	August 30, 2019	Yes
July 1, 2019	July 30, 2019	August 30, 2019	No
December 1, 2013	January 1, 2014	February 1, 2014	Yes
December 1, 2013	December 30, 2013	January 30, 2014	No

3.3 Excluded from the stipulated Settlement Class are: (1) any individual who, at the time of their rental, was a director, officer, manager, employee, agent, attorney, independent contractor of Sixt or of any parent, member, subsidiary, affiliate, or related entity of Sixt (including its predecessors, heirs, estates, successors, assigns, and legal representatives); (2) any parent, member, subsidiary, affiliate, or related entity of Sixt; (3) any Judge and members of their staff to whom the Litigation is assigned; and (4) any Settlement Class Member who opts-out of the settlement.

3.4 Solely for purposes of implementing this Settlement Agreement and effectuating the settlement, Sixt stipulates to the Court entering preliminary and final orders approving the settlement, certifying the Settlement Class, appointing Named Plaintiffs as representatives of the Settlement Class, and appointing Named Plaintiffs' Counsel to serve as Class Counsel for the Settlement Class.

3.5 Solely for the purpose of implementing this Settlement Agreement and effectuating the settlement, the Parties stipulate that American Legal Claim Services, LLC will be appointed as Settlement Administrator, subject to the approval of the Court.

3.6 Solely for the purpose of implementing this Settlement Agreement and effectuating the settlement, Sixt stipulates that Named Plaintiffs and Class Counsel are adequate representatives of the Settlement Class.

IV. SETTLEMENT CONSIDERATION

4.1 In exchange for the dismissal of the Litigation with prejudice, and the Release of the Released Claims as provided herein, Sixt agrees to provide the following consideration to the Settlement Class.

4.2 Monetary Relief

- i. The Monetary Relief for the Settlement Class may be obtained through valid Claims submitted by qualifying Settlement Class Members as set forth below—*i.e.*, Monetary Relief is available on a “claims-made” basis.
- ii. The sum of all payments made by or on behalf of the Settlement Class Members to Sixt or its collection agents for the Damage Charges identified in paragraph 4.2.iii below (“Damage Charges”) is approximately \$4.1 Million.
- iii. A Settlement Class Member who timely submits a valid Claim shall receive a distribution from the Monetary Relief Fund (“Settlement Distribution”) based on the total of the following percentages of Qualifying Payments (as defined below), as finally determined and calculated by the Settlement Administrator per Section VI below:
 - A. 70% of any Qualifying Payments for Diminished Value;
 - B. 70% of any Qualifying Payments for Estimated Repair Costs, unless Sixt produces a repair invoice or other documentation showing that the damage was repaired, in which event the Settlement Class Member shall not receive any Settlement Distribution for any Qualifying Payments for Estimated Repair

Costs;

C. 70% of any Qualifying Payments for Loss of Use, if the Settlement Class Member was also charged for Estimated Repair Costs, unless Sixt produces a repair invoice, towing invoice, police report, or other documentation showing that the Loss of Use charge related to a damage repair, total loss, towing, failure to return the vehicle timely, or theft / conversion / abandonment / impoundment, in which event the Settlement Class Member shall not receive any Settlement Distribution for any Qualifying Payments for Loss of Use; and

D. 70% of any Qualifying Payments for Administrative Fees.

iv. The total monetary value of Settlement Distributions that may be paid to Settlement Class Members for valid Claims is approximately \$2.87 Million (70% of approximately \$4.1 Million collected).

4.3 Additional Contractual Relief

- i. In addition to paying Settlement Distributions for valid Claims, Sixt agrees to cease any further collection efforts by itself or third parties on its behalf for balances alleged to be owed to Sixt by Settlement Class Members for the Damage Charges. Settlement Class Members who do not opt out will not be required to file a Claim in order to receive this Benefit.
- ii. For any Settlement Class Member who submits a valid Claim indicating that an account associated with a Damage Claim was reported to a credit reporting agency by a third-party collection agent of Sixt, Sixt will send a

letter to the credit reporting agencies requesting that they completely and totally remove any and all adverse credit reports from the Settlement Class Member's credit report(s) for the Damage Claim account. Sixt shall not be responsible or liable for ensuring that the credit reporting agencies comply with any such requests.

- iii. The monetary value of this additional Contractual Relief is approximately \$6.6 Million, based on the sum of all outstanding balances owed for Damage Charges.

V. CLASS ADMINISTRATION AND NOTICE

5.1 The Parties agree that American Legal Claim Services LLC shall serve as Settlement Administrator, subject to the approval of the Court and with the input of Counsel for the Parties, to administer specific components of the settlement, including providing Notice, processing Claim Forms, issuing Settlement Checks to Settlement Class Members, and creating and maintaining the Settlement Website.

5.2 Class Counsel shall be solely responsible and liable for payment of any fees, costs, or other expenses billed by the Settlement Administrator, including the cost of Notice and settlement administration.

5.3 Class Counsel shall enter into a written contract with the Settlement Administrator requiring the Settlement Administrator, *inter alia*, to comply with the terms of this Settlement Agreement and/or any Court orders that apply to the performance of its duties as the Settlement Administrator of the settlement in this Settlement Agreement.

5.4 The Settlement Administrator shall also sign an agreement acknowledging and accepting the terms of the confidentiality agreements and protective orders of this Litigation that

apply to its performance of its duties as the Settlement Administrator of the settlement this Settlement Agreement.

5.5 The Settlement Administrator will be responsible for, *inter alia*, implementing the Notice Plan, creating and maintaining the Settlement Website, providing the CAFA Notice, and making Settlement Distributions to Settlement Class Members as applicable.

5.6 The Settlement Administrator shall be responsible for providing notice to the persons on the Class List (which shall be checked against the National Change of Address database to update addresses before the Notice is sent) and shall undertake various administrative tasks, including without limitation: (1) mailing or arranging for the mailing by first-class mail, postage prepaid of the Notice and Claim Forms based on the information compiled from the Class List to each person on the Class List; (2) developing processes and procedures for handling deficient Claim Forms and returned mail; (3) providing to Class Counsel and Sixt's Counsel copies of any objections, notices of intention to appear at the Final Approval Hearing and requests for exclusion from the Settlement Class; (4) preparing an Opt-Out list of the Settlement Class Members requesting exclusion and submitting an affidavit to the Court before the Final Approval Hearing, attesting to the accuracy of the Opt-Out list; (5) preparing a list of all persons who submitted objections to the settlement and submitting an affidavit to the Court attesting to the accuracy of that list; (6) maintaining a mailing address to which Settlement Class Members can send requests for exclusion, objections, Claim Forms and other correspondence; (7) processing Claim Forms submitted and providing the Benefits to Settlement Class Members as applicable; and (8) creation and maintenance of the Settlement Website.

5.7 Among other things, the Notice will explain the alleged legal challenges to the Damage Claims that are the subject of the Litigation, the benefits of the settlement and how to

obtain such benefits, and direct Settlement Class Members to the Settlement Website for more information. The Notice will also contain a unique claim number or identification for purposes of accessing or submitting claims via the Settlement Website, as explained below. The web address / URL / name for the Settlement Website will need to be approved by Sixt before it is published or posted to the public.

5.8 The Settlement Administrator will issue a Notice for each Damage Claim, such that some Settlement Class Members on the Class List may receive more than one Notice—*i.e.*, one for each Damage Claim that may qualify them as a Settlement Class Member. A Settlement Class Member will be required to submit a valid Claim to the Settlement Administrator for each Damage Claim for which they wish to receive one or more Benefits under this Settlement Agreement.

5.9 If a Notice mailed to a Settlement Class Member is returned undelivered and a forwarding address is provided, the Settlement Administrator will re-send the Notice via mail to that Settlement Class Member one additional time at the new address.

5.10 The Settlement Administrator will establish and maintain the Settlement Website that will make available for download documents relating to the settlement (including the Notices and Claim Forms). The Settlement Administrator shall also establish the Settlement Website so that Settlement Class Members can submit Claims (along with any Proof of Expense) electronically. On the Notice Date, the Settlement Administrator will post the required documents on the Settlement Website.

5.11 During the Claims Period, the Settlement Administrator will post on the Settlement Website a toll-free telephone number that will be staffed during normal business hours with live operators who can answer questions about and provide information to Settlement Class Members regarding the settlement as well as provide the Notice and Claim Form to any Settlement Class

Member upon request.

5.12 The Settlement Administrator will provide available information to Class Counsel and Sixt's Counsel on a weekly basis, or more frequently as reasonably requested, as to the number of Claims submitted and the Benefit type(s) of the claims. The Settlement Administrator will provide information regarding Claims decisions made by the Settlement Administrator on a monthly basis so that Class Counsel and Sixt's Counsel may monitor and/or audit the claims process.

6.2 In compliance with the attorney general notification provision of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b), within 10 days after this Settlement Agreement is filed in court, the Settlement Administrator, on behalf of Sixt, shall cause notice of this proposed settlement to be sent to the Attorney General of the United States, and the attorneys general of each state in which a Settlement Class Member resides, including all documents described in 28 U.S.C. § 1715(b)(1)-(8) as applicable ("CAFA Notice").

6.3 Fourteen (14) or more days before the Final Approval Hearing, the Settlement Administrator shall provide to the Parties, for submission to the Court, a declaration stating that Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court, authenticating a copy of the Notice, and authenticating a copy of the Opt-Out List. Ten (10) or more days before the Final Approval Hearing, Class Counsel will file in court the Settlement Administrator's declaration proving completion of the Notice and identifying the Settlement Class Members who have opted out.

VI. CLAIM PROCESSING

6.1 Sixt will provide data collected during the course of the Litigation and, if necessary, other records to the Settlement Administrator showing for each potential Damage Claim associated

with the Claims List: (1) the Damage Claim Number (if available); (2) the Rental Agreement number (if available); (3) the rental start date (if available); (4) the date the first Damage Claim was sent (if available); (5) the amount of each Damage Charge(s) to the customer's account (if any and if available); (5) the total charges associated with the Damage Claim for the customer's account (if any and if available); and (6) the total amount paid by or on behalf of the customer to the customer's account (if any and if available) (the "Damage Claims List"). Sixt shall not be obligated to collect any additional data or documents in order to facilitate processing of Claims, but it may do so at its option. The Damage Claims List as well as any other data or other records provided by Sixt to the Settlement Administrator shall be deemed confidential and proprietary and may not be disclosed or used for any purpose except as expressly authorized herein or in writing by Sixt.

6.2 Using the Damage Claims List as well as any other data or records submitted to the Settlement Administrator by the Settlement Class Member and/or by Sixt, the Settlement Administrator will determine for each Claim, *inter alia*: (1) whether the Claim Form was by a Settlement Class Member; (2) whether the Claim Form was timely submitted during the Claims Period; (3) whether the Settlement Class Member confirmed that they, or a family member, current or former employer, or a company they own(ed) on their behalf, paid money to Sixt (or a collection agent of Sixt) in response to a Damage Claim; (4) whether any Qualifying Payments were made for the associated Damage Claim; (5) the amount(s) of any such Qualifying Payments; (6) the amount of any Settlement Distribution to be paid to the Settlement Class Member (based on the formula provided below); (7) whether the Settlement Class Member confirmed that there is an account associated with a Damage Claim listed on their Credit Report(s); and/or (8) whether the Settlement Class Member's account should be listed on any request for deletion to be sent by Sixt

to the credit reporting agencies.

5.1 This Settlement is designed so that Class Members do not have to submit any Proof of Expense unless they disagree with the Benefit Payment calculations made by the Settlement Administrator from records produced by Sixt. For purposes of determining entitlement to any Settlement Distribution, Class Members shall receive credit for Qualifying Payments, as defined above. In other words, Settlement Class Members may be entitled to receive Settlement Distributions based on the agreed-upon percentage of Qualifying Payments for Damage Charges made to Sixt or its collection agent by the Settlement Class Member or by their family member, their current or former employer, or a company they own(ed); however, Settlement Class Members shall not receive any Settlement Distributions based on any payments made by entities who have contracted to cover such damages, including insurers or credit card companies, or based on any payments made by third parties in connection with criminal or tortious conduct which resulted in any theft, loss, destruction, or damage to a rental vehicle.

5.2 Settlement Class Members who receive Settlement Distributions based in whole or in part on Qualifying Payments made on their behalf shall be solely responsible for making any payments that may be due or owing to any third-party who paid on their behalf including family members, current or former employers, or companies they own(ed) as agreed upon by the Settlement Class Member and any such third parties.

5.3 To determine the amount of any Settlement Distribution for each valid Claim, the Settlement Administrator shall use the following protocol:

5.3.1 If the Damage Claims List, data, and other records provided by Sixt and/or the Settlement Class Member show that the customer account for the Damage Claim was paid in full, then the Settlement Class Member shall be entitled to receive a

Settlement Distribution equal to 70% of the total amount of the paid Damage Charges shown in the data and other records on the customer account.

5.3.2 If the Damage Claims List, data, and other records provided by Sixt and/or the Settlement Class Member show that no payments were made to the customer account for the Damage Claim, then the Settlement Class Member shall not be entitled to receive any Settlement Distribution.

5.3.3 If the Damage Claims List, data, and other records provided by Sixt and/or the Settlement Class Member show that the customer account for the Damage Claim was paid in part, then the Settlement Class Member shall be entitled to receive a Settlement Distribution equal to: the sum of the current Damage Charges on the account less any Estimated Repair Costs for which Sixt provides proof of repair and less any Loss of Use for which Sixt provides proof that the Loss of Use charge related to a damage repair, total loss, towing, failure to return the vehicle timely, or theft / conversion / abandonment / impoundment); divided by the total amount of the Damage claim; multiplied by the total payments to the account; multiplied by 70%.

To illustrate, for a hypothetical Claim with Estimated Repair Costs of \$100, Loss of Use of \$100, and Administrative Costs of \$100, for which Sixt provides proof that the damage was repaired (such that no credit will be given for the Estimated Repair Costs or Loss of Use). As a result, the only Damage Charge that is recoverable would be Administrative Costs. When that Damage Charge (\$100) is divided by the total Damage Claim (\$300) the result is 33%, $33\% \times \$100$ (Admin Charge) = \$33. $\$33 \times 70\% = 23$. The following chart provides further explanation.

Customer Account Status	Total Current Damage Claim	Total Current Damage Charges	Total Paid to Customer Account	Total Current Balance	Settlement Distribution
Paid in full	\$300.00	\$100.00	\$300.00	\$0.00	\$70.00
No payments	\$300.00	\$100.00	\$0.00	\$300.00	\$0.00
Paid in part	\$300.00	\$100.00	\$100.00	\$200.00	\$23.33

As further illustration, for a hypothetical valid Claim with Estimated Repair Costs of \$100, Loss of Use of \$100, Administrative Costs of \$100, and Repair Estimate Fee of \$100, for which Sixt does not provide any proof of repair, towing, etc.:

Customer Account Status	Total Current Damage Claim	Total Current Damage Charges	Total Paid to Customer Account	Total Current Balance	Settlement Distribution
Paid in full	\$400.00	\$300.00	\$400.00	\$0.00	\$210.00
No payments	\$400.00	\$300.00	\$0.00	\$200.00	\$0.00
Paid in part	\$400.00	\$300.00	\$200.00	\$200.00	\$105.00

5.1 In 30-day increments, starting thirty (30) days after the Notice Date, the Settlement Administrator shall provide notice to Sixt of the valid Claim Forms received during the previous 30-day period of the Claims Period (“Claims List”). Each Claim List shall state for each valid Claim: (1) the amount of any Settlement Distribution that the Settlement Class Member may be eligible to receive as preliminarily determined and calculated by the Settlement Administrator; and (2) whether the Settlement Class Member’s account should be listed on any request for deletion to be sent by Sixt to the credit reporting agencies. The Claims List(s) and any associated documentation and information shall be kept confidential and may not be disclosed to anyone or used for any purpose except as expressly authorized herein or in writing by Sixt.

5.2 For each Claim on each Claims List, the following review and dispute resolution

procedures apply:

- 5.2.1 Sixt shall have twenty (20) days after receiving each Claims List from the Settlement Administrator to review and, if applicable, challenge the validity of and/or the amounts of any Settlement Distributions for the Claims listed therein by providing a notice of any such disputes to the Settlement Administrator along with any Proof of Expense, other documentation, and/or other information disputing the validity of the Claim and/or the amount of any Settlement Distribution as calculated by the Settlement Administrator. Any Claims that are not timely challenged or disputed by Sixt will be placed on the Final Approved Claims List (as defined herein).
- 5.2.2 For each Claim that is timely challenged by Sixt, the Settlement Administrator will notify the Settlement Class Member of the challenge by mail or by email (if email has been provided on the Claim Form) and afford the Settlement Class Member an opportunity to supplement their Claim with additional information within twenty (20) days after the mailing or emailing of the notice.
- 5.2.3 If the Settlement Class Member submits any Proof of Expense, other documentation, and/or other information to the Settlement Administrator to support their Claim, the Settlement Administrator shall include that documentation and/or information in a notice to Sixt, and Sixt shall have an opportunity to review and respond by providing any additional documentation and/or information within twenty (20) days.
- 5.2.4 The foregoing dispute resolution procedures shall be posted on the Settlement Website and shall also be provided to any Settlement Class Member whose Claim

is challenged by Sixt.

5.2.5 Proof of Expense showing the amount of a payment and identifying the individual or entity that made the payment shall control over other data, documentation, or information in determining whether a payment was made, who made any such payment, and the amount of any such payment, regardless of whether such proof is provided by Sixt or the Settlement Class Member.

5.2.6 After the foregoing dispute resolution process is completed, the Settlement Administrator will thereafter provide notice to the Settlement Class Member and Sixt of its decision concerning the validity of the Claim and/or the amount of any Settlement Distribution that the Settlement Class Member may be entitled to receive. This decision will be final and binding. No further challenges, disputes, or contests of this decision by Sixt or the Settlement Class Member will be permitted. The Settlement Class Member will not be entitled to file a Contest Notice (as defined herein) for Claims that are denied in whole or in part through the foregoing dispute resolution process.

5.2.6.1 If the Settlement Administrator determines that the Settlement Class Member is entitled to receive Settlement Distribution and/or if the Settlement Class Member's account should be listed on any request for deletion to be sent by Sixt to the credit reporting agencies, then the Claim will be listed on the Final Approved Claims List (as defined herein).

5.2.6.2 If the Settlement Administrator determines that the Claim is invalid and/or that the Settlement Class Member is not entitled to receive a Settlement Distribution, then the Claim will be listed on the Final Denied Claims List

(as defined herein).

5.3 In 30-day increments, starting thirty (30) days after Notice Date, the Settlement Administrator will provide to Class Counsel and Sixt's Counsel a list of all Claims that have been denied, the basis for the denial, along with the Claim Forms and supporting documentation and other relevant information relating to the denial ("Denial List"). The Denial List(s) and any associated documentation and information shall be kept confidential and may not be disclosed to anyone or used for any purpose except as expressly authorized herein or in writing by Sixt.

5.4 For each Claim that is denied during the Settlement Administrator's initial review and that has not already proceeded through the dispute resolution process outlined above in Section 5.2 – *e.g.*, because the Claim is untimely or because the Settlement Administrator has determined that the Settlement Class Member or other individual who submitted the Claim is not entitled to receive a Settlement Distribution – the Settlement Administrator will mail or email (if email has been provided on the Claim Form) a notice of the denial to the individual who submitted the Claim Form.

5.4.1 A Settlement Class Member whose Claim has been denied during the initial review may attempt to cure the deficiency or contest the decision denying the Claim by providing to the Settlement Administrator notice containing information to attempt to cure any claim deficiencies, or a statement of reasons the Settlement Class Member contests the denial, along with any additional supporting documentation ("Contest Notice").

5.4.2 Any Contest Notice must be filed electronically via the Settlement Website or postmarked by mail within fourteen (14) days after the date of mailing or emailing by the Settlement Administrator of the notice of the denial of the Claim.

5.4.3 The foregoing Contest Notice procedures shall be posted on the Settlement Website and shall also be provided to any Settlement Class Member whose Claim is denied after an initial review.

5.4.4 The Settlement Administrator shall provide Class Counsel and Sixt's Counsel with a copy of each Contest Notice received no later than fourteen (14) days after receipt.

5.4.5 The Settlement Administrator shall promptly consider the Contest Notice and any materials submitted by the Settlement Class Member in support thereof, and mail or email to the Settlement Class Member a final determination of the Claim.

5.4.6 If the Settlement Administrator determines after further review that the Claim is valid, then the Claim shall be listed on the next available Claims List, at which point Sixt will have an opportunity to review and challenge the Claim under procedures set forth in Section 5.2 above.

5.4.6.1 If the Settlement Administrator determines that the Claim is invalid and/or that the Settlement Class Member is not entitled to receive a Settlement Distribution, then the Claim will be listed on the Final Denied Claims List (as defined herein).

5.4.7 The Settlement Administrator's decision to deny a Claim will be final and not subject to review or appeal.

5.5 Following the completion of the foregoing Claim review and dispute resolution process for any and all Claims that were denied by the Settlement Administrator and/or disputed by Sixt, the Settlement Administrator's decision concerning (1) the validity of each Claim (including whether the individual who submitted the Claim Form is a Settlement Class Member), (2) the amount of any Settlement Distribution to be paid to each Settlement Class Member who submitted a valid Claim (including the amounts of any Damage Charges paid by or on behalf of

the Settlement Class Member by their family member, company they own, or employer), and (3) whether each Settlement Class Member's account should be listed on any request for deletion to be sent by Sixt to the credit reporting agencies, will be final and not subject to review or appeal. With respect to Damage Charges for Estimated Repair Costs, the Settlement Administrator's decision concerning whether the damage was repaired will be final and not subject to review or appeal. With respect to Damage Charges for Loss of Use, the Settlement Administrator's decision concerning whether such charge related to a damage repair, total loss, towing, failure to return the vehicle timely, or theft / conversion / abandonment / impoundment will be final and not subject to review or appeal.

5.6 Within thirty (30) days after the later of (1) the Effective Date or (2) the completion of the foregoing Claim review and dispute resolution process for any and all Claims that were denied by the Settlement Administrator and/or disputed by Sixt, the Settlement Administrator shall send to Sixt and Class Counsel a final list of all Claims that were denied ("Final Denied Claims List").

5.7 Within thirty (30) days after the later of (1) the Effective Date or (2) the completion of the foregoing Claim review and dispute resolution process for any and all Claims that were denied by the Settlement Administrator and/or disputed by Sixt, the Settlement Administrator shall send a final list of all valid Claims that were approved to Sixt and Class Counsel (the "Final Approved Claims List"). The Final Approved Claims List shall list for each valid Claim that the Settlement Administrator approved: (1) the amount of any Settlement Distribution, as finally determined by the Settlement Administrator; and (2) whether the Settlement Class Member's account should be listed on any request for deletion to be sent by Sixt to the credit reporting agencies. The Final Approved Claims List shall be accompanied by payment instructions for the

Monetary Relief Fund.

5.8 Within thirty (30) days after receiving the Final Approved Claims List, Sixt shall send one or more letters to the credit reporting agencies requesting that they completely and totally remove any and all adverse credit reports from the Settlement Class Member's credit report(s) for all Damage Claim accounts identified on the Final Approved Claims List as needing to be listed on any request for deletion to be sent by Sixt to the credit reporting agencies (if applicable). Copies of any such letters shall be provided to Class Counsel.

5.9 Within thirty (30) days after receiving the Final Approved Claims List, provided that the Settlement Administrator has provided to Sixt the requisite W-9s and completed ACH or wire transfer forms, Sixt shall remit to the Settlement Administrator sufficient funds to pay the total amount of all Settlement Distributions that the Settlement Class Members are entitled to receive under this Settlement Agreement as determined by the Settlement Administrator and as set forth in the Final Approved Claims List (the "Monetary Relief Fund"). The Settlement Administrator will receive or deposit the Monetary Relief Fund into an escrow account held by the Settlement Administrator (the "Monetary Relief Fund Account") and shall use the Monetary Relief Fund in the Monetary Relief Fund Account solely for the purposes of administering this Settlement Agreement. The Settlement Administrator shall confirm to Sixt and Class Counsel when the Monetary Relief Fund Account has been established.

5.10 Within sixty (60) days after the funding of the Monetary Relief Fund Account by Sixt, the Settlement Administrator will mail a check to each Settlement Class Member who is identified on the Final Claim List as being entitled to receive a Settlement Distribution under this Settlement Agreement in the amount of the Settlement Distribution determined by the Settlement Administrator for each valid Claim (the "Settlement Checks"). Some Settlement Class Members

may receive more than one Settlement Check—*i.e.*, one for each Valid Claim for which they are entitled to receive a Settlement Distribution. The Settlement Administrator shall confirm to Sixt and Class Counsel when the Settlement Checks have been mailed. Settlement Checks will expire ninety (90) days after their issuance, such that Settlement Class Members will have ninety (90) days from the date of their Settlement Check(s) to cash or deposit the Settlement Check(s).

5.11 Absent clerical error by the Settlement Administrator or the bank or financial institution that holds the Monetary Relief Fund Account, no corrected or replacement checks shall be issued (“Corrected Checks”). A Settlement Class Member may request that a clerical error in a Settlement Check be corrected through the cancellation of their Settlement Check and the issuance of a Corrected Check within thirty (30) days of the issuance of the original Settlement Check, after which point any defects in the Settlement Check shall be waived. The Settlement Administrator shall confirm to Sixt and Class Counsel when any Corrected Checks have been mailed. Any Corrected Checks will also expire ninety (90) days after their issuance.

5.12 Sixt, the Settlement Administrator, Class Counsel, and the Named Plaintiffs shall not be responsible or liable for replacing or reissuing any Settlement Checks or Reissued Checks that are negotiated, transferred, misdelivered, lost, stolen, damaged, or destroyed by a Settlement Class Member, any family member, company they own, or employer of a Settlement Class Member, any bank or other financial services entity, or any other third party.

5.13 Within one hundred twenty (120) days after the issuance of the Settlement Check(s) – *i.e.*, thirty (30) days after the expiration of the Settlement Check(s) – and upon provision of payment instructions from Sixt, the Settlement Administrator will: (a) if there were no Corrected Checks, remit to Sixt the full unclaimed balance of the Monetary Relief Fund Account (if any) and close the Monetary Relief Fund Account; or, (b) if there were any Corrected Checks, remit to Sixt

the full balance of the Monetary Relief Fund Account (if any) less the amount necessary to cover the total of amount of the Reissued Checks. If there were any Corrected Checks, within thirty (30) days after the expiration of the Corrected Checks, the Settlement Administrator shall remit to Sixt the full unclaimed balance of the Monetary Relief Fund Account and close the Monetary Relief Fund Account. The Settlement Administrator shall confirm to Sixt and Class Counsel when the Monetary Relief Fund Account has been close.

5.14 If this settlement never becomes Final and/or the Effective Date does not occur for any reason, no relief, benefit, payment, distribution, or reimbursement of any kind shall be made to anyone pursuant to the Settlement Agreement.

VII. COSTS OF ADMINISTRATION, CLASS COUNSEL’S ATTORNEY FEES, LITIGATION COSTS, AND SERVICE AWARDS TO THE NAMED PLAINTIFFS.

7.1 Class Counsel’s Fees and Expenses Award and Service Awards will be paid separate and apart from any relief provided to the Settlement Class pursuant to this Settlement Agreement.

7.2 Class Counsel shall file their petition or motion for Class Counsel’s Fees and Expenses Award and Service Awards within thirty (30) days after the Notice Date.

7.3 As approved by the Court, Sixt shall pay to Class Counsel a total amount of one million six hundred one thousand dollars and zero cents (\$1,601,000.00 USD) to cover, *inter alia*, all Settlement Administration Costs, Service Awards, and Class Counsel’s Fees and Expenses Award (collectively, the “Combined Award”) as set forth below. In no event shall Sixt be obligated, required, or ordered to pay any amounts to Class Counsel in excess of the Combined Award to cover any Settlement Administration Costs, any Class Counsel’s Fees and Expenses Award, any Services Awards, or anything else in connection with this settlement. The Combined Award, if approved by the Court, will be paid to Class Counsel regardless of the amount of the

claims-made Settlement Distributions that are provided to the Settlement Class. If the Court reduces the Combined Award or any component thereof, then Sixt shall pay the reduced amount of the Combined Award to Class Counsel as set forth below.

7.4 After five years of litigation and multiple appeals to the Eleventh Circuit Court of Appeals, Class Counsel's combined lodestar substantially exceeds \$2,000,000.00 (without the calculation of any multiplier). The attorneys' fees and cost are not to be paid from or in any way connected with the claims-made fund or Settlement Distributions made to the Settlement Class. Instead, the amount for attorneys' fees and costs are separate and distinct. Once the actual Settlement Administration Costs and the Service Awards have been paid by Class Counsel, the remainder of the Combined Award shall be used to pay the attorneys' fees and litigation costs of Class Counsel.

7.5 Within ten (10) days of the Preliminary Approval Order, and provided that Class Counsel has provided to Sixt the requisite W-9s and completed ACH or wire transfer forms, Sixt shall remit to Class Counsel, by ACH or wire transfer, via the "Varnell & Warwick, P.A. Trust Account" ("Class Counsel Payee"), an initial payment of one hundred thousand dollars (\$100,000.00) of the Combined Award (the "Initial Combined Award Payment"). Class Counsel will use the Initial Combined Award Payment to pay Settlement Administration Costs. Class Counsel shall be responsible and liable for paying all Settlement Administration Costs. Sixt shall have no responsibility or liability for ensuring that any such distributions are made from the Initial Combined Award Payment and shall not be responsible or liable for paying any Settlement Administration Costs. In the event that the Settlement Agreement is terminated before the Effective Date, Class Counsel shall refund to Sixt within twenty (20) business days of the termination date any difference between the Initial Combined Award Payment and the total

Settlement Administration Costs billed to Class Counsel for services performed through the date the Settlement Administrator receives notice of the termination.

7.5 Within thirty (30) days after the Effective Date, provided that the order(s) awarding Class Counsel's Fees and Expenses Award and Service Awards have become Final, and provided that Class Counsel has provided to Sixt the requisite W-9s and completed ACH or wire transfer forms, Sixt shall remit a final payment to Class Counsel, by ACH or wire transfer, via the "Varnell & Warwick, P.A. Trust Account" ("Class Counsel Payee"), of the remaining balance of the Combined Award, based on the difference between the Combined Award (as agreed or as ordered by the Court if modified) and the Initial Combined Award Payment (the "Final Combined Award Payment"). Once the Final Combined Award Payment has been received by the Class Counsel Payee, Class Counsel will use the Final Combined Award Payment to pay all outstanding or future Settlement Administration Costs, the Service Awards to the Named Plaintiffs, and the remaining balance of the Final Combined Award Payment to Class Counsel's law firms, attorneys, vendors, etc. based on their separate agreements. Class Counsel shall be responsible for making all such distributions from the Final Combined Award Payment. Sixt shall have no responsibility or liability for ensuring that any such distributions are made from the Final Combined Award Payment.

7.6 Class Counsel agree that upon payment by Sixt of the Combined Award as approved by the Court, Sixt's payment obligations to Class Counsel and Named Plaintiffs under this Settlement Agreement shall be fully satisfied and discharged.

VIII. OBJECTIONS TO THE SETTLEMENT

8.1 The Parties agree to ask the Court to require any Settlement Class Member who intends to object to the fairness, reasonableness, or adequacy of the settlement to file any objection

via the Court's electronic filing system (if represented by counsel) or to send the objection to Sixt's Counsel and Class Counsel via first-class mail. Objections must be filed in Court or postmarked by mail no later than a date to be set by the Court, which date the Parties shall ask the Court to set forty-five (45) days after the Notice Date.

8.2 Any objecting Settlement Class Member must:

- (a) Set forth his, her, or its full name, current address, and telephone number;
- (b) Identify the date and location of rental for his, her, or its Sixt car rental;
- (c) State that the objector has reviewed the Settlement Class definition and understands that he/she is a Settlement Class Member;
- (d) State the Settlement Class Member's objection(s), include a statement as to whether it applies only to the objector, to a specific subset of the Settlement Class, or to the entire Settlement Class, and also state with specificity the grounds for the objection, including any evidence and legal authority the Settlement Class Member wishes to bring to the Court's attention;
- (e) Provide copies of any documents the objector wants the Court to consider;
- (f) Identify his, her, or its counsel, if any; and
- (g) State whether the Settlement Class Member intends to appear at the Final Approval Hearing.

8.3 In addition, any Settlement Class Member objecting to the settlement shall file a sworn declaration listing all other objections submitted by the objector or the objector's counsel to any class action settlements submitted in any court in the United States in the previous five (5) years. If the Settlement Class Member or his, her, or its counsel has not objected to any other class action settlement in the United States in the previous five years, he, she, or it shall affirmatively

so state in the objection.

8.4 Any objection must be filed with the Court if the objector is represented by counsel, or if not represented by counsel, must be sent to the Settlement Administrator via first-class mail, postage prepaid, and must also be served by first-class mail, postage prepaid, upon both of the following:

Sixt's Counsel at:

Patrick M. Emery Lavender Hoffman Emery, LLC 750 Hammond Drive Building 2, Suite, 200 Atlanta, GA 30328	Irene Oria Pierson Ferdinand LLP 333 SE 2nd Ave., Suite 2000 Miami, FL 33131
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Class Counsel at:

Brian W. Warwick VARNELL & WARWICK, P.A. 400 N. Ashley Drive, Suite 1900 Tampa, FL 33602	Geoff S. Stahl GORDON & PARTNERS, P.A. 4114 Northlake Boulevard Palm Beach Gardens, FL 33410
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8.5 Subject to approval by the Court, any objecting Settlement Class Member may appear, in person or by counsel, at the Final Approval Hearing to argue why the proposed settlement should not be approved as fair, reasonable, and adequate, or to object to any petitions for Class Counsel's Fees and Expenses Award and/or Services Awards. Any such objecting Settlement Class Member—if they intend to appear at the hearing, with or without counsel—must file with the Clerk of the Court and serve upon all counsel designated in the Notice a notice of intention to appear at the Final Approval Hearing by the objection deadline. The notice of intention to appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member (or the objecting Settlement Class Member's counsel) will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not provide a notice of intention to appear in accordance with the deadlines and other specifications

set forth in the Notice, will be deemed to have waived any right to appear in person or by counsel at the Final Approval Hearing. Any Settlement Class Member who does not file an objection in accordance with the deadlines and other specifications set forth in the Settlement Agreement and the Notice, will be deemed to have waived any objections to the settlement, subject to the discretion of the Court.

8.6 The submission of an objection allows Class Counsel and/or Sixt's Counsel to take the deposition of the objecting Settlement Class Member pursuant to the Federal Rules of Civil Procedure at an agreed-upon time and location, and to obtain any evidence relevant to the objection. Failure by an objector to make himself or herself available for a deposition or comply with expedited discovery requests may result in the Court striking the objection. The Court may tax the costs of any such discovery to the objector or the objector's counsel if the Court determines that the objection is frivolous or is made for an improper purpose.

IX. REQUESTS FOR EXCLUSION

9.1 Settlement Class Members may exclude themselves from the settlement (*i.e.*, "Opt Out"), relinquishing their rights to any benefits under the Settlement Agreement. A Settlement Class Member wishing to exclude himself, herself or itself must file electronically via the Settlement Website or send the Settlement Administrator a letter postmarked by a date to be set by the Court, which date the Parties shall request the Court set forty-five (45) days after the Notice Date, containing: (1) the Settlement Class Member's name, current address, and telephone number; and (2) a clear statement communicating that he, she, or it elects to be excluded from the Settlement Class. So-called "mass" or "class" exclusion requests or objections shall not be permitted. Any request for exclusion must be filed electronically via the Settlement Website or mailed with a postmark on or before the deadline provided in the Notice in order to qualify as an Opt Out.

9.2 Settlement Class Members who fail to submit a valid and timely request for exclusion shall be bound by the Settlement Agreement. Any Settlement Class Member who timely submits a request for exclusion has no standing to object to the settlement and shall be deemed to have waived any rights or benefits under the Settlement Agreement. If a Settlement Class Member files a Claim Form and also requests exclusion from the settlement, then the Settlement Class Member will remain in the Settlement Class and the request for exclusion will be deemed void.

9.3 Not later than fourteen (14) days after the deadline for submission of requests for exclusion, the Settlement Administrator shall provide Class Counsel, and Sixt's Counsel, for submission to the Court, a list identifying each Settlement Class Member who submitted an exclusion request (the "Opt-Out List") together with copies of the exclusion requests, and a declaration attesting to the completeness and accuracy thereof.

X. SETTLEMENT APPROVAL PROCESS

10.1 Promptly after the execution of this Settlement Agreement, Named Plaintiffs shall present this Settlement Agreement to the Court along with a motion requesting that the Court issue a Preliminary Approval Order, the form of which shall be agreed to by the Parties prior to submission to the Court. The Parties shall request that the Court set the Preliminary Approval Hearing within thirty (30) days of the filing of the motion or at the next available date that is mutually convenient for the Court, Class Counsel, and Sixt's Counsel.

10.2 At least ten (10) days in advance of the Preliminary Approval Hearing, Named Plaintiffs shall present to the Court the Notice(s), the Claim Form(s), and the Proposed Order preliminarily approving the proposed settlement that are negotiated and agreed upon by the Parties.

9.4 If this Settlement Agreement is preliminarily approved by the Court, Named Plaintiffs shall present a motion requesting that the Court issue a Final Order and Judgment

directing the entry of judgment pursuant to Fed. R. Civ. P. 54(b). A draft Final Order and Judgment shall be agreed to by the parties and submitted to the Court along with the Motion for Final Approval. Class Counsel shall file the Motion for Final Approval within sixty (60) days after the Notice Date. The Parties shall request that the Court set the Final Approval Hearing for thirty (30) days after the deadline for Settlement Class Members to object or opt out—*i.e.*, ninety (90) days after the Notice Date—or on the next available date that is mutually convenient for the Court, Class Counsel, and Sixt's Counsel.

10.3 Upon the Effective Date, the Litigation shall be dismissed in its entirety and with prejudice, and all Released Claims of Named Plaintiffs and of the Settlement Class shall be released, and all Releasors shall be deemed to have, and by operation of the Final Order and Judgment shall have, fully and irrevocably released, waived, and forever discharged all Releasees from all Released Claims (the "Release").

10.4 Upon the Effective Date, no default by any person in the performance of any covenant or obligation under this settlement or any order entered in connection therewith shall affect the dismissal of the Litigation, the *res judicata* effect of the Final Order and Judgment, the foregoing releases, or any other provision of the Final Order and Judgment; provided, however, that all other legal and equitable remedies for violation of a court order or breach of this Settlement Agreement shall remain available to all Parties.

XI. MISCELLANEOUS PROVISIONS

11.1 Named Plaintiffs, Sixt, and Class Counsel agree to use their best efforts to obtain Court approval of this settlement, subject to Sixt's rights to terminate this Settlement Agreement as provided herein.

A. Denial of Liability

11.2 Sixt maintains it acted in accordance with all governing laws and regulations and maintains that it abided by the terms of its rental agreements and all applicable state laws. Sixt nonetheless has concluded that it is in its best interests that the Litigation be settled on the terms and conditions set forth in this Settlement Agreement. Sixt reached this conclusion after considering the factual and legal issues in the Litigation, the substantial benefits of a final resolution of the Litigation, and the expense that would be necessary to defend the Litigation through judgment, appeal, and any subsequent proceedings that may occur.

11.3 Sixt believes that it stands a reasonable chance of success in any appeal as to the Order granting the Motion to Compel inspection of Defendant's Database, and believes that it stands a reasonable chance of success as to any motion to certify the class(es) proposed in the Second Amended Complaint and any proposed amendment thereto. Sixt maintains that its defenses to the merits on liability, its position with respect to any claimed damages, and its position as to class certification issues are meritorious. Because of the costs, resources, and time that would be incurred, as well as through the guidance of the U.S. Eleventh Circuit Court of Appeals Opinions in this case, Sixt asserts that it would not have settled this Lawsuit except on a claims-made basis.

11.4 Based on the foregoing considerations, among others, Sixt enters into this Settlement Agreement without admitting, conceding, or acknowledging any fault, liability, or wrongdoing of any kind. This Settlement Agreement shall not be construed as an admission or concession of the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind. The terms of this Settlement Agreement, including the claims-made structure, are material to Sixt's decision to settle this Litigation notwithstanding its belief that its defenses are meritorious and its chances of success on appeal, at the class certification stage, and at any trial on the merits are significant.

B. Settlement Agreement Not Evidence

11.5 This settlement and this Settlement Agreement, whether or not it shall become Final, and any and all negotiations, communications, and discussions associated with it:

- (a) Shall not be offered or received by or against Named Plaintiffs, Sixt, or any Releasee as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by the Named Plaintiffs, Sixt, or any Releasee of the truth of any fact alleged by Named Plaintiffs, of the validity of any Released Claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation, or of any liability, negligence, fault or wrongdoing on the part of Named Plaintiffs, Sixt, or any Releasee;
- (b) Shall not be offered or received by or against Named Plaintiffs, Sixt, or any Releasee as a presumption, concession, admission, or evidence of any violation of any state or federal statute, law, rule or regulation or of any liability or wrongdoing by Named Plaintiffs, Sixt, or any Releasee, or of the truth of any of the Released Claims, and evidence thereof shall not be used directly or indirectly, in any way, (whether in the Litigation or in any other action or proceeding), except for purposes of enforcing this Settlement Agreement and Final Order and Judgment including, without limitation, asserting as a defense the release and waivers provided herein;
- (c) Shall not be offered or received by or against Named Plaintiffs, Sixt, or any Releasee as evidence of a presumption, concession, or admission with respect to a decision by any court regarding the certification of a class, or for purposes of

proving any liability, negligence, fault or wrongdoing; or in any way referred to for any other reason against Sixt or any Releasee, in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the terms of this Settlement Agreement; provided, however, that if this Settlement Agreement is approved by the Court, then Named Plaintiffs, Sixt, and the Releasees may refer to it to enforce their rights hereunder; and

- (d) Shall not be construed as an admission or concession by Named Plaintiffs, Sixt, or any Releasee that the consideration to be given hereunder represents the relief that could or would have been obtained through trial in the Litigation.
- (e) These prohibitions on the use of this settlement shall extend to, but are not limited to, any Settlement Class Member who opts-out of the settlement.

C. Entire Agreement

11.6 This Settlement Agreement represents the entire agreement and understanding among the Parties and supersedes all prior proposals, negotiations, agreements, and understandings relating to the subject matter of this Settlement Agreement. The Parties acknowledge, stipulate, and agree that no covenant, obligation, condition, representation, warranty, inducement, negotiation, or understanding concerning any part or all of the subject matter of this Settlement Agreement has been made or relied on except as expressly set forth in this Settlement Agreement. This Settlement Agreement may be amended or modified solely through a written instrument signed by all Parties. Amendments and modifications may be made without additional notice to the potential Settlement Class Members unless such notice is required by the Court. No modification or waiver of any provisions of this Settlement Agreement shall in any event be effective unless the same shall be in writing and signed by the person or party against whom

enforcement of the Settlement Agreement is sought.

D. Confidentiality and Public Disclosures

11.7 Notwithstanding the foregoing Entire Agreement provision, this Settlement Agreement shall not supersede any obligations owed by the Parties, Class Counsel, Sixt's Counsel, the Parties' experts and other litigation vendors, and the Settlement Administrator, under all confidentiality agreements and protective orders entered into in connection with this Litigation, which shall remain in full force and effect. The Parties agree that Class Counsel, their firms, and anyone associated with Class Counsel's firms shall not use any confidential information disclosed by Sixt in this Litigation, in connection with the negotiation of this Settlement Agreement, or in connection with the performance of this Settlement Agreement in any future litigation, whether pending or future, unless independently obtained through discovery or other procedures. The confidentiality obligations of the Parties, Class Counsel, Sixt's Counsel, the Parties' experts and other litigation vendors, and the Settlement Administrator, shall survive any termination of this Settlement Agreement.

11.8 The Settlement Administrator, Class Counsel, and Sixt shall retain copies or images of all returned Notices, Claim Forms, Electronic Claim Forms (and/or data resulting therefrom) and correspondence relating thereto, for a period of up to two (2) years after the Effective Date. After that time, upon written request, Class Counsel and the Settlement Administrator shall destroy any such records in their possession, custody, or control.

11.9 The Parties agree that Class Counsel, their firms, and anyone associated with Class Counsel's firms shall not issue a press release related to this Settlement Agreement, discuss any aspect of this Settlement Agreement with media (on or off the record), or post anything about this Settlement Agreement on a social media website or account. This does not prevent Class Counsel

from posting about or discussing this Settlement Agreement on their firm websites.

E. Arm's-Length Negotiations and Good Faith

11.10 The Parties have negotiated all the terms and conditions of this Settlement Agreement at arm's length, including with the assistance and involvement of a neutral mediator. All terms, conditions, and exhibits in their exact form are material and necessary to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement. The Parties agree to act in good faith during the settlement administration process.

F. Continuing Jurisdiction

11.11 The Parties agree that the Court may retain continuing and exclusive jurisdiction over them, including all Settlement Class Members, for the purpose of the administration and enforcement of this Settlement Agreement.

G. Binding Effect of Settlement Agreement

11.12 This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their agents, employees, representatives, heirs, successors, assigns, and all other persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Settlement Class Member. The lawyers representing Plaintiffs or Defendant in this litigation are not "Parties" to this Settlement Agreement. To the extent permitted by law, this Settlement Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of this Settlement Agreement.

H. Governing Law

8.1 The Settlement Agreement will be construed and enforced in accordance with, and governed by, the substantive laws of Florida, without giving effect to that state's choice-of-law

principles. However, the Parties acknowledge that federal law (including Fed. R. Civ. P. 23 and federal case law) applies to consideration and approval of the settlement, certification of the Settlement Class, and all related issues such as any motion for Class Counsel's Fees and Expenses Award and Service Awards.

I. Construction of Settlement Agreement Terms

8.2 The determination of the terms of, and the drafting of, this Settlement Agreement has been by mutual agreement after arm's length negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that ambiguities shall be construed against the drafter does not apply. The Parties were represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. None of the Parties will be deemed the drafter of the Settlement Agreement for purposes of construing its provisions. The language in all parts of the Settlement Agreement will be interpreted according to its fair meaning and will not be interpreted for or against any of the Parties as the drafter.

J. Extensions of Time

8.3 The Parties may agree upon a reasonable extension of time for deadlines and dates reflected in this Settlement Agreement, without further notice (subject to Court approval as to Court dates).

K. Authority to Execute Settlement Agreement

8.4 The individual signing this Settlement Agreement on behalf of Sixt represents that he or she is fully authorized to enter into, and to execute, this Settlement Agreement on Sixt's

behalf.

8.5 Class Counsel, on behalf of and with express authority granted by the Named Plaintiffs, expressly enter into and execute this Settlement Agreement on behalf of each of the Named Plaintiffs and the Settlement Class, subject to Court approval pursuant to Fed. R. Civ. P. 23(e).

L. Termination

8.6 Sixt has the right to terminate this Settlement Agreement, declare it null and void, and have no further obligations under this settlement to the Named Plaintiffs, the Settlement Class Members, Class Counsel, or any other individual or entity if any of the following conditions subsequent occurs:

- (a) The Parties fail to agree on the form of the Notice(s), the Claim Form(s), and/or the Proposed Order preliminarily approving the proposed settlement;
- (b) The Parties fail to obtain and maintain preliminary or final approval of the proposed settlement;
- (c) The Court does not enter a Final Order and Judgment materially consistent with the provisions of this Settlement Agreement, including with respect to any Benefit, any Class Counsel Fees and Expenses Award, and/or any Service Awards;
- (d) The Settlement does not become Final for any reason; or
- (e) The Effective Date does not occur for any reason, including but not limited to the entry of an order by any court that would require either material modification or termination of this Settlement Agreement.

8.7 Any Party may terminate this Settlement Agreement within twenty (20) days after

notice of an occurrence as set forth below, by providing written notice of termination where:

- (a) The Court or any appellate court(s) rejects, modifies or denies approval of any material portion of this Settlement except that rejection, modification, or disapproval of the Attorneys' Fees and Expenses Award and/or the Service Award(s) does not allow any Named Plaintiff or Class Counsel the right to terminate this Settlement Agreement; or
- (b) any financial obligation is imposed on Sixt in addition to and/or greater than those accepted by Sixt in this Settlement Agreement, except that if the Court awards settlement administration costs, attorneys' fees, litigation expenses, and/or service awards to Class Counsel and/or the Named Plaintiffs in an amount greater than the Combined Award, Sixt may terminate this Settlement Agreement only if Class Counsel and/or the Named Plaintiffs demand or seek to recover any amount in excess of the Combined Award from Sixt.

8.8 In the event that any right to cancel or terminate is exercised, then Sixt shall have no further obligations under this Settlement Agreement to Named Plaintiffs, the Settlement Class Members, Class Counsel, or any other individual or entity, and shall have the right to terminate the entire settlement and declare it null and void.

8.9 The failure of the Court or any appellate court to approve in full the request by Class Counsel for Class Counsel's Fees and Expenses Award and Services Awards (or the Combined Award) shall not be grounds for Named Plaintiffs, the Settlement Class, or Class Counsel to terminate or cancel the Settlement Agreement or proposed settlement.

8.10 If the Settlement is not finally approved, is not upheld on appeal, or otherwise does not become Final or any reason, then the Settlement Class shall be decertified, the settlement and

all negotiations, proceedings, and documents prepared, and statements made in connection therewith, shall be without prejudice to any Party and shall not be deemed or construed to be an admission or confession by any Party of any fact, matter, or proposition of law; and all Parties shall stand in the same procedural posture as if the settlement had never been negotiated, made, or filed with the Court.

M. Full and Final Settlement Agreement

8.11 The Settlement Agreement constitutes the entire agreement among the Parties and no other representations, warranties, or inducements have been made to any party concerning the Settlement Agreement.

8.12 The Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The Parties agree that the terms of the settlement reflect a good faith settlement of the Claims asserted by Named Plaintiffs and the Settlement Class reached voluntarily after consultation with experienced legal counsel. The Parties deem this settlement to be fair and reasonable and have arrived at this settlement in arms-length negotiations taking all relevant factors, present or potential, into account.

N. Headings

8.13 The headings in this Settlement Agreement are for the convenience of the reader only and shall not affect the meaning or interpretation of this Settlement Agreement.

O. Days

8.14 References to “days” in this Settlement Agreement shall mean calendar days. If any date or deadline set forth in this Settlement Agreement falls on a weekend or federal legal holiday,

such date or deadline shall be on the first business day thereafter.

P. Severability

8.15 In the event that any provision herein becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this settlement shall continue in full force and effect without said provision to the extent Sixt does not exercise its right to terminate under Section VII.O.

Q. Notices

8.16 All notices or formal communications under this Settlement Agreement shall be in writing and shall be given by electronic mail and (i) hand delivery; (ii) registered or certified mail, return receipt requested, postage prepaid; or (iii) overnight courier to counsel for the Party to whom the notice is directed at the following addresses:

For Named Plaintiffs and the Settlement Class:

Plaintiffs and Settlement Class Counsel at:

Brian W. Warwick VARNELL & WARWICK, P.A. 400 N. Ashley Drive, Suite 1900 Tampa, FL 33602	Geoff S. Stahl GORDON & PARTNERS, P.A. 4114 Northlake Boulevard Palm Beach Gardens, FL 33410
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For Sixt:

Sixt's Counsel at:

Patrick M. Emery 750 Hammond Drive Building 2, Suite, 200 Atlanta, GA 30328	Irene Oria Pierson Ferdinand LLP 333 SE 2nd Ave., Suite 2000 Miami, FL 33131
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Counsel may designate a change of the person to receive notice or a change of address, from time to time, by giving notice to all Parties in the manner described in this Section.

R. Cost and Expenses

8.17 Except as provided in this Settlement Agreement regarding (1) the payment of the Settlement Administrator, and (2) the Class Counsel's Fees and Expenses Award and Service Awards (as approved by the Court), each of the Named Plaintiffs, Class Counsel, and Sixt shall be responsible for his, her, or its own attorneys' fees, costs, and other litigation expenses.

S. Counterparts

8.18 This Settlement Agreement may be executed in one or more counterparts and the execution in counterparts shall have the same effect as if all Parties had signed the same instrument. Facsimile and scanned signatures shall be considered as valid signatures as of the date signed.

[Remainder left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute, and cause this Settlement Agreement to be executed, by their duly authorized attorneys, as of the date(s) indicated on the lines below.

On behalf of the Named Plaintiffs, the Settlement Class, and Class Counsel:

VARNELL & WARWICK, P.A.



Brian W. Warwick; FBN: 0605573
Janet R. Varnell; FBN: 0071072
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Telephone: (352) 753-8600
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GORDON & PARTNERS, P.A.

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Geoff S. Stahl, FBN: 89240
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Palm Beach Gardens, FL 33410
Telephone: (561) 799-5070
Facsimile: (561) 799-4050
scalamusa@fortheinjured.com
gstahl@fortheinjured.com

Dated: 12/20/2024

On behalf of Sixt and Sixt's Counsel

LAVENDER HOFFMAN EMERY, LLC



Patrick M. Emery (Dec 20, 2024 17:31 EST)

Patrick M. Emery, Esq. (*pro hac vice*)
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Irene Oria, Esq.
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irene.oria@pierferd.com

Dated: 12/20/2024







Calderon v. Sixt - Settlement Agreement - 12-20-2024 [FINAL]

Final Audit Report

2024-12-20

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By:	Varnell and Warwick PA (cbrochu@vandwlaw.com)
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-  Document created by Varnell and Warwick PA (cbrochu@vandwlaw.com)
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-  Signer Patrick Emery (pemery@lhefirm.com) entered name at signing as Patrick M. Emery
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-  Document e-signed by Patrick M. Emery (pemery@lhefirm.com)
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