AEGIS LAW FIRM, PC
SAMUEL A. WONG, State Bar No. 217104
KASHIF HAQUE, State Bar No. 218672
JESSICA L. CAMPBELL, State Bar No. 280626
JULIA M. TOSCANO, State Bar No. 326272
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-6250
Facsimile: (949) 379-6251
Email: jtoscano@aegislawfirm.com

Attorneys for Plaintiff Curtis Lemann Williams Jr., individually, and on behalf of all others similarly situated.

JODY A. LANDRY, Bar No. 125743
jlandry@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, CA 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

Attorneys for Defendants
AVIS BUDGET GROUP, INC. and AB CAR RENTAL SERVICES, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SACRAMENTO

CURTIS LEMANN WILLIAMS JR., individually and on behalf of all himself and all others similarly situated, Plaintiff, v. AVIS BUDGET GROUP, INC.; AB CAR RENTAL SERVICES, INC.; and DOES 1-20, inclusive, Defendant.	Case No. 23CV000043 *Assigned for All Purposes to: Honorable Lauri Damrell, Dept. 22.* **AMENDED JOINT STIPULATION OF CLASS ACTION/PAGA SETTLEMENT AGREEMENT AND RELEASE** Trial Date: None Set Complaint Filed: April 24, 2023

Subject to the approval of the Court, this Amended Joint Stipulation of Class Action and Private Attorney General Act ("PAGA") Settlement and Release ("Settlement") is made and entered into by and between Plaintiff Curtis Lemann Williams, Jr. ("Plaintiff"), individually and as representative of the Participating Class Members, as defined below, on the one hand, and Defendants Avis Budget Group, Inc. (which has no California employees) and AB Car Rental Services, Inc. (jointly "Defendant"), on the other hand. The Class (as defined below) and Defendant are jointly referred to herein as the "Settling Parties" and individually referred to herein as a "Settling Party."

DEFINITIONS

In addition to the other terms defined elsewhere in this Settlement, the terms below have the following meanings in this Settlement:

I. DEFINITIONS

A. "Action" means the civil action entitled *Curtis Lemann Williams, Jr. Sacramento Superior Court Case No.* 23CV000043.

B. "Class Counsel" and "Plaintiff's Counsel" mean Samuel A. Wong, Kashif Haque, Jessica L. Campbell, and Julia M. Toscano of Aegis Law Firm, P.C.

C. "Class Counsel Fees and Expenses" means the total amount of attorneys' fees, litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for their representation of the Class in the Action, including pre-filing investigation, filing of the Action, all related litigation activities including discovery, mediation, the motion for class certification, this Settlement, and all post-Settlement compliance procedures, including, but not limited to, any counsel costs and fees association with any objections or appeals regarding the Settlement.

D. "Class" or "Class Member(s)" means all current and former non-exempt employees of Defendant in California who worked for Defendant during the time period of April 18, 2019 through July 21, 2025.

E. "Class Period" means from April 18, 2019 through July 21, 2025, unless amended as provided in Section III(P)(3).

F. "Class Representatives Service Award" means the amount awarded by the Court to the Class Representatives pursuant to Section III (D).

G. "Class Representative" or "Plaintiff" mean Curtis Lemann Williams, Jr.

H. "Court" means the Superior Court of California for the County of Sacramento.

I. "Defendant's Counsel" means Jody A. Landry and Sarah Boxer of Littler Mendelson, PC.

J. "Effective Date" means the date by which all of the following have occurred: the Court has finally approved the Settlement and entered Judgment thereon pursuant to California Rules of Court 3.769(h); and the Judgment has become Final, as defined herein below.

K. "Final" means that the Settlement has been finally approved by the Court without material modification and either: (i) if there are no objections on the date the order for final approval is issued; (ii) if an objection(s) is made and overruled, 60 days from the date the order for final approval is issued; or (iii) if objections are made, and an appeal is filed, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

L. "Final Approval Hearing" means the hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Settlement.

M. "Judgment" means the judgment entered by the Court after it grants final approval of this Settlement.

N. "Gross Settlement Amount" means the gross amount Defendant is required to pay under this Settlement, not including Defendant's share of payroll taxes, which is Five Million and Five Hundred Thousand Dollars and Zero Cents ($5,500,000.00) ("Gross Settlement Amount" or "GSA"). The Gross Settlement Amount includes: (1) Payments to the Class Members for their share of the Net Settlement Amount (defined below); (2) payments to the PAGA Employees of their share of the Net Settlement Amount; (3) Counsel's attorneys' fees ("Attorneys' Fees"); (4) Counsel's Litigation Costs and Expenses ("Litigation Costs"); (5) settlement administration costs

("Settlement Administration Costs"); (6) payment of a Service Award to Plaintiff; (7) payment to the LWDA of its share of the Net Settlement Amount; and (8) all employment taxes for employee side wages. Defendant's share of payroll taxes will be paid separate and on top of the GSA. This is the maximum amount Defendant is required to pay unless a further payment is triggered by the escalator clause.

O. "Net Settlement Amount" means the Gross Settlement Amount *minus* the sum of: (1) Attorneys' Fees; (2) Litigation Costs; (3) the Settlement Administration Costs; and 4) Plaintiff's Class Representative Service Award. Out of the Net Settlement Amount, $200,000 is designated as the PAGA Payment, the LWDA will be paid 75% of the PAGA Payment and the remaining 25% of the PAGA Payment ("PAGA Employee Fund") will be paid to PAGA Employees as set forth below in Section III(F)(3). The remainder of the Net Settlement Amount, the "Class Member Fund," will be paid to the Participating Class Members as outlined below in Section III(F)(1).

P. "Participating Class Member(s)" means Class Members who do not submit a timely and valid request to opt-out of the Settlement.

Q. "Parties" means Plaintiff and Defendant.

R. "PAGA Employees" means all current and former employees in California who worked for Defendant during the time period of April 18, 2022 through July 21, 2025.

S. "PAGA Period" is the time period from April 18, 2022 through July 21, 2025, unless amended as provided in Section III(P)(3).

T. "Pay Period" means any pay period during which a PAGA Employee worked for Defendant for at least one day during the PAGA Period.

U. "Pay Period Value" is established by dividing the 25% of the PAGA payment by all Pay Periods for the PAGA Employees as explained in Section III(F).

V. "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

W. "Released Class Claims" means all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts in the Operative Complaint including (a) failure to pay all wages owed (minimum wage and overtime), whether due to alleged off the clock work, alleged failure to correctly calculate the regular rate of pay or any other theory of lability for the underpayment of the minimum wage or overtime (b) failure to provide duty-free meal periods or pay premiums at the regular rate of pay in lieu thereof; (c) failure to provide duty-free rest breaks or failure to pay premiums at the regular rate of pay in lieu thereof; (d) failure to reimburse expenses/unlawful deductions/provide uniforms; (e) waiting time penalties; (f) failure to timely pay wages during employment; (g) failure to provide accurate wage statements; (h) failure to pay out vacation at termination; (i) failure to pay sick pay at the regular rate of pay; (j) unfair business practices; (k) claims for violation of the provisions of the applicable Wage Orders regarding minimum wage, overtime, meal periods and rest periods, as well as allegations regarding the late payment of wages during employment and of final wages, inaccurate wage statements, and failure to reimburse business expenses; and (l) claims for the attorney's fees and costs incurred in the prosecution of the Action on behalf of the Class Members.

X. "Released PAGA Claims" means claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices dated April 18, 2023 and February 12, 2025, including allegations that Defendant failed to comply with California law regarding payment of the minimum wage for all time worked, payment of overtime, meal periods and rest periods, timely paying wages at the time of termination and during employment, accurate wage statements, reimbursement of business expenses, providing suitable seating and uniforms (based on alleged violations of the following Labor Code sections violated the following California Labor Code sections 201-203, 204, 204b, 210, 218, 218.5, 221, 223, 224, 225.5, 226, 226.3, 226.7, 227.3, 245 et. seq., 450, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194-1198, 2800, 2802 or applicable Wage Order(s)); and claims for attorney's fees and costs incurred in the prosecution of the Actions on behalf of the PAGA Employees.

Y. "Released Parties" means AB Car Rental Services, Inc and Avis Budget Group, Inc., as well as its and their parent, affiliated organizations, subsidiaries, predecessors, successors, assigns, divisions, owners, officers, directors, members, management employees, fiduciaries, insurers, administrators, representatives, agents and attorneys.

Z. "Settlement Administrator" means the third-party administrator appointed by the Court to administer the settlement of this Action under the terms of this Settlement. CPT Group, Inc. shall serve as the Settlement Administrator, subject to the Court's approval.

AA. "Settlement Administration Costs" means all fees and costs owed to the Settlement Administrator in connection with administering the settlement in this Action under the terms of this Settlement.

BB. "Settlement Share" means each Class Member's pro rata share of the Net Settlement Amount which is determined by converting the Net Settlement Amount into a bi-weekly/pay period value as described below in Section III(F).

CC. "Workweek" means any week during which a Class Member worked for Defendant for at least one day during the Class Period.

DD. "Class Workweek Value" is established by dividing the Class Member Fund by all Workweeks for the Class Members during the Class Period.

II. RECITALS

A. On April 18, 2023 Plaintiff Curtis Lemann Williams, Jr. ("Williams" or "Plaintiff") filed his initial class complaint commencing the Action in the Court. Williams' counsel sent a letter to the LWDA prior to that time to exhaust his remedies under PAGA. On or about July 26, 2023 Williams filed a First Amended Complaint adding a PAGA claim. On February 12, 2025 Williams filed an amended PAGA letter. Williams filed a Second Amended Complaint by way of stipulation. Following the Court's tentative ruling the Parties agreed that Plaintiff would file a Third Amended Complaint which will include all claims raised in the Second Amended Complaint, and both PAGA letters. Once filed, the Third Amended Complaint will be referred as the "Operative Complaint." Plaintiff contends, by way of the Action, that Defendant violated California's wage and hour laws with respect to Plaintiff and Class Members by, *inter alia*, failing to pay the required minimum wage and overtime for all time worked, failing to properly provide meal periods or pay a premium in lieu thereof, failing to properly authorize and permit rest breaks or pay a premium in lieu thereof, failure to timely pay wages at termination or during employment, failing to provide compliant wage statements, failure to reimburse expenses, failure to provide uniforms, and thereby also violated California Business & Professions Code section 17200, et seq. and seeks penalties under PAGA.

B. On April 15, 2025 the Settling Parties attended mediation with Steve Serratore, an experienced wage and hour class action and PAGA mediator. After lengthy negotiations that occurred during and after the mediation, during which the Settling Parties, through their counsel, recognized the burdens and risk of continuing with the litigation, the Settling Parties reached an agreement to settle and resolve the Action and Released Claims (as defined in Section III(I)).

C. Prior to mediation, Plaintiff obtained through formal and informal discovery, documents and information, including, Defendant's policy documents and Class Members' time and pay records. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

D. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended, or may be construed, as an admission by Defendant that any of the claims alleged in the Action have merit, or that Defendant bears any liability to the Class Members on those claims, nor as an admission by the Class Members that Defendant's defenses in the Action have merit.

Based on these Recitals, the Settling Parties hereby agree as follows.

III. SETTLEMENT TERMS AND CONDITIONS

A. Gross Settlement Amount. In order to settle the Action and Released Claims, Defendant agrees to pay the Gross Settlement Amount of $5,500,000.00. This Gross Settlement Amount is inclusive of all payments described in Section I(N). Under no circumstances shall Defendant be required to pay more than the Gross Settlement Amount, other than the amount of employer-side payroll taxes owed on the wage portion of the Settlement Shares ("Employer Taxes"), unless the provisions of section III(P)(3) are triggered. If that occurs then it will be Defendant's choice to increase the Gross Settlement amount as outlined below, or shorten the Class Period and Release period. Defendant shall pay the Employer Taxes separately and in addition to the Gross Settlement Amount.

B. Class Counsel Fees and Expenses. Defendant and its counsel shall not oppose the application to the Court for an attorney's fees award of up to one-third of the Gross Settlement Amount and reimbursement of litigation costs and expenses of up to Forty Thousand Dollars and No Cents ($40,000). The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel with respect to the attorneys' fees and costs awarded to them. Defendant's agreement not to oppose a motion for attorneys' fees or a bill of costs for the aforementioned amounts should not be construed as approval or endorsement by Defendant of the amount sought. Whatever amount of Class Counsel Fees and Expenses that the Court approves shall be paid from the Gross Settlement Amount. Should the Court approve and award less than the amount provided for herein, the difference shall be included in the Net Settlement Amount.

C. LWDA Payment. Settling Parties agree that the amount of $200,000 of the Gross Settlement Amount is deemed payment for penalties under PAGA ("PAGA Penalties"), of which 75% shall be paid to the Labor and Workforce Development Agency ("LWDA Payment") and the remaining 25% shall be distributed to the PAGA Employees pursuant to the formula in Section III(F)(3).

D. Class Representative's Service Award.

1. Plaintiff shall request, and Defendant shall not oppose, an incentive payment not to exceed $15,000 for Williams as the Class Representative. The Class Representative's Service Award is intended as reasonable compensation for the time and effort expended by him as Class Representative and in connection with the initiation and maintenance of this Action. The Class Representative's Service Award shall be paid from the Gross Settlement Amount, and shall be paid in addition to whatever payment Plaintiff is otherwise entitled to as a

Participating Class Member. The Class Representative's Service Award shall be reported to the taxing authorities by means of an IRS Form 1099. The amount of the Class Representative's Service Award is left to and within the Court's sole discretion. Should the Court approve an award less than the amount provided for herein, or not at all, the difference shall be included in the Net Settlement Amount. The Settling Parties agree that the approval, and amount, of any Class Representative's Incentive Award in this Action shall be in the Court's sole discretion and not subject to any appeal by Plaintiff who is the sole recipient of any approved Class Representative's Service Award. The Class Representative will provide a full release, with a 1542 waiver, in exchange for this payment as further discussed below. This Settlement is not contingent on Plaintiff's receipt of any Service Award out of the Gross Settlement Amount.

2. Plaintiff acknowledges and agrees that Defendant and its attorneys have made no representations or warranties regarding the tax consequences of payment of the Class Representative's Service Award, and Plaintiff has not relied on any such representations or warranties. Plaintiff further agrees to pay and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and penalties that may be due or payable to any taxing authority as a result of payment of any Class Representative's Service Award. Furthermore, Plaintiff agrees to defend and indemnify Defendant and the other Released Parties in connection with any taxes, fines, interest, or penalties incurred as a result of any failure by Plaintiff to pay taxes due, if any, on the Class Representative's Service Award paid pursuant to this Agreement.

E. Settlement Administration Costs. Settling Parties selected CPT Group, Inc.. to act as the Settlement Administrator and it is estimated that the fees, expenses, and costs for administration of the terms of this Settlement shall not exceed $24,000.00. The Settlement Administrator must sign appropriate data sharing confidentiality documents in order for Defendant to provide required information to administer the settlement. All of the Settlement Administration Costs shall be paid from the Gross Settlement Amount upon completion of all duties required to be performed by the Claims Administrator under the terms of this Settlement, or as otherwise required by the Court, subject to the "not to exceed" quote from the agreed upon Settlement

Administrator. Should the Court approve and award less than the amount provided for herein, or not at all, the difference shall be included in the Net Settlement Amount.

F. Settlement Shares to Class Members.

1. Under the Settlement, each Participating Class Member shall be entitled to payment of a pro rata portion of the Net Settlement Amount (i.e., his or her Settlement Share). The amount that each Class Member shall be eligible to receive under the Settlement shall be determined by converting the Class Member Fund into a Workweek Value. The Workweek Value will be established by dividing the Class Member Fund by all Workweeks for the Class Members during the Class Period based on Defendant's time records. The Individual Settlement Share for each Class Member will be determined by multiplying the Workweek Value by each Class Member's individual Workweek value.

2. Each Settlement Share of the Class Member Fund shall be apportioned as follows: 10% as wages (the "Wage Component") and 45% as penalties and 45% interest (the "Non-Wage Component"). Each Settlement Share shall be subject to reduction for each Participating Class Member's share of taxes and withholdings on the Wage Component and shall be reported on IRS W-2 forms, and the net payment will be referred to as "Individual Settlement Payment(s)." No reductions will be made to Settlement Shares for any taxes or withholding in connection with the Non-Wage Component, and the Non-Wage Component shall be reported on IRS 1099 forms. All Class Members covered by this Settlement agree that they are not relying on any representations regarding the tax allocation or treatment of any amounts paid to them under the terms of this Settlement and agree to hold Defendant and the other Released Parties harmless for any and all tax consequences relating to the allocation of the payments made under this Settlement.

3. Each PAGA Employee's pro rata share of the PAGA Employee Fund ("Individual PAGA Settlement Share") will be determined by converting the portion of the PAGA Employee Fund payable to the PAGA Employees into a Pay Period Value. The pay periods actually worked by PAGA Employees during the PAGA Period will be used to make this calculation. The Individual PAGA Settlement Share for each PAGA Employee will be determined

by multiplying the Pay Period Value by each PAGA Employee's individual pay periods. All payments are for penalties and will be reported to the PAGA Employees on IRS Form 1099.

G. Distributions.

1. Within ten (10) business days of the Effective Date, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the account information so that Defendant can wire the Gross Settlement Amount and the Employer Taxes, and Defendant shall wire said amounts within thirty (30) business days of the Effective Date.

2. The Settlement Administrator shall distribute Individual Settlement Payments to Participating Class Members, the payment to the Labor and Workforce Development Agency, the Court-approved Class Representative's Service Award to Plaintiff, and Court-approved Class Counsel Fees and Expenses to Class Counsel, within ten (10) business days of receipt of payment from Defendant pursuant to this Paragraph.

3. Individual Settlement Payment checks issued to Participating Class Members shall remain valid for a period of 180 calendar days after they issue and shall be cancelled thereafter. Uncashed checks will be handled by payment of the uncashed amount to the State Controller's Unclaimed Property Fund in the name of the intended recipient, thereby leaving no "unpaid residue" in accordance with the provisions of California Code of Civil Procedure Section 384.

H. Payments To Class Do Not Trigger Additional or Derivative Payments. It is expressly understood and agreed that the receipt of payments under the Settlement shall not entitle Plaintiff or any Participating Class Member to additional or derivative compensation or benefits under any of Defendant's compensation or benefit plans or any agreement in place during the period covered by the Settlement, nor shall it entitle Plaintiff or any Class Member to any increased retirement, 401k benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the payments provided for in this Agreement are the sole and exclusive payments to be made by Defendant to Plaintiff and Participating Class Members, and Plaintiff and Participating Class Members are not entitled to any additional or derivative compensation or benefits as a result of having received said payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

I. Release of Claims.

1. Release of Class Claims by Participating Class Members. Upon the funding of the settlement, Defendant and the other Released Parties shall be entitled to a release from Plaintiff and the Class Members who do not opt out, all of the Released Class Claims as defined in Section I. W. The release of the Released Class Claims shall be effective as to the entire Class Period defined above.

2. Complete and General Release by Class Representative. Williams understands that he may hereafter discover facts in addition to or different from those he now knows or believes to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the contemplated final judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, as well as any other known or unknown, suspected or unsuspected, contingent or non-contingent claims, which now exist, or heretofore have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. In exchange for the consideration provided to Williams under the Settlement, he shall waive any and all rights he may have under Civil Code section 1542. Section 1542 reads as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." Williams understands that he is providing a general release of known and unknown claims to Defendant that is effective when the Court grants final approval of the Settlement and Defendant funds the Settlement.

3. Release of PAGA Claims By State of California and PAGA Employees. Upon the funding of the settlement, Defendant and the other Released Parties shall be entitled to a release from the Plaintiff, the State of California, and all PAGA Employees of all of the Released PAGA Claims defined in Section I. X. The release of the Released PAGA Claims shall be effective as to the entire PAGA Period defined above.

J. Motion For Preliminary Approval.

1. Class Counsel will file an unopposed motion with the Court (the "Preliminary Approval Motion") seeking an order approving the Settlement; setting a date for the Final Approval Hearing; approving the distribution of the Notice of Class Action Settlement (the "Class Notice") in substantively the form attached hereto as "**Exhibit A**" (which will be translated into Spanish); and approving the procedures and deadlines for disputing Pay Periods, opting-out of the Settlement, and objecting to the Settlement. Defendant's Counsel will either not respond or will file a notice of non-opposition to the motion.

2. At the hearing on the Preliminary Approval Motion, the Settling Parties will jointly appear, and support the granting of the motion, and submit a proposed order granting preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval Hearing (the "Proposed Order"). The Proposed Order to be submitted to the Court in substantially the form that is attached hereto as "**Exhibit B**."

3. Should the Court, after a reasonable opportunity to cure and remedy any stated deficiencies, ultimately decline to grant preliminarily approval of the Settlement as proposed by the Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and the Settling Parties will revert to their respective positions.

4. Counsel for Plaintiff will provide all necessary notice of the settlement to the LWDA.

K. Mailing Of Class Notice to Class Members.

After the Court enters its order granting preliminary approval of the Settlement, all Class Members will be provided with the Class Notice by the Settlement Administrator as follows:

1. Within ten (10) business days after the Court grants preliminary approval of the Settlement, and provided that the Settlement Administrator signs Defendant's standard data processing agreement (for privacy purposes), Defendant shall provide to the Settlement Administrator the last-known contact information that it has for the Class Members, including their full name, mailing addresses, telephone numbers, Social Security numbers, start and end dates of employment, and the number of Workweeks actually worked during the Class Period and the number of Pay Periods actually worked during the PAGA Period ("Class Data List"). A redacted version of the Class Data List, without any personal contact information or Social Security numbers, shall be provided to Class Counsel, and this list shall be used for no purpose other than to monitor the administration of the Settlement. All data and information provided to the Settlement Administrator and Class Counsel by way of the Class Data List shall be treated as confidential and shall not be disclosed to anyone, except as may be required to applicable tax authorities, pursuant to Defendant's express written consent, by order of the Court, or to carry out the reasonable steps described in this Settlement to locate missing Class Members.

2. Within fourteen (14) calendar days after receiving the Class Data List from Defendant, the Settlement Administrator shall mail the Class Notice to all identified Class Members via first-class U.S. Mail, using the last known address information provided by Defendant, unless such address is modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. Prior to completing this mailing, the Settlement Administrator shall perform a National Change of Address ("NCOA") search to confirm the validity of and update Class Members' mailing addresses.

3. If any Class Notice is returned as undeliverable with a forwarding address within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall have five (5) calendar days to re-mail the Class Notice to the forwarding address. If any Class Notice is returned as undeliverable without a forwarding address within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall have five (5) calendar days from receipt of the returned Class Notice to search for a more current address for the Class

Member and to re-mail the Class Notice to the Class Member. This inquiry shall include a skip-trace search. The Settlement Administrator shall be responsible for taking all reasonable steps, consistent with its agreed upon job parameters, Court orders and fee, according to the deadlines set forth in this Settlement, to administer the Settlement, including, *inter alia*, to tracking all undelivered mail, performing an address search for all mail returned without a forwarding address, and promptly re-mailing the Class Notice to Class Members as set forth herein. If the Class Notice is re-mailed, the Claims Administrator shall note for its own records the date and address of each such re-mailing and so notify Class Counsel and Defendant's counsel. The obligation to trace and resend returned Class Notices shall cease after two mailings or thirty (30) calendar days after the initial mailing, whichever occurs first. The Response Deadline shall be either the original Response Deadline or fifteen (15) calendar days after the remailing of a Class Notice in accordance with the Agreement, whichever is later.

4. The Settlement Administrator shall provide weekly status reports to counsel for the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number of objections, if any are received; (c) the number of disputes of pay periods, if any are received; and (c) the number of requests to opt-out of the Settlement, if any are received.

5. No later than ten (10) business days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant' counsel, a declaration for filing with the Court in support of Plaintiff's motion for final approval of the Settlement, setting forth its due diligence and compliance with its obligations under this Settlement.

L. Opt-Outs and Objections to Settlement.

Class Members are not required to sign a claim form to participate in the Settlement. Class Members may opt out of the Settlement or submit objections to the Settlement pursuant to the following procedures:

1. The Class Notice shall provide that Class Members who do not want to participate in the Settlement may exclude themselves by submitting a written request seeking to opt-out of the Settlement ("Opt-Out Notice") to the Settlement Administrator not later than sixty

(60) calendar days after the date that the Settlement Administrator first mails the Class Notice ("Response Deadline"). An Opt-Out Notice must: (a) contain the full name, address, and last four digits of the Social Security number of the person requesting to opt-out; (b) be signed by the person requesting to opt-out; (c) reference the Action by its name; and (d) contain a statement clearly indicating that the person submitting the request seeks to be excluded from the Settlement. If the Opt-Out Notice does not contain the information listed in (a)-(d) or is not returned to the Settlement Administrator postmarked by the Response Deadline, it shall not be deemed timely and valid. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the Opt-Out Notice has been timely submitted. Any Class Member who submits a timely and valid Opt-Out Notice shall not be entitled to any recovery under the class portion of the Settlement and shall not be bound by the terms of the Settlement, and shall not have any right to object, appeal, or comment thereon. The submission of an Opt-Out Notice shall not impact a PAGA Employee's entitlement to their Individual PAGA Settlement Share. Class Members who fail to submit a timely and valid Opt-Out Notice shall be Class Members bound by all terms of the Settlement and the contemplated Judgment if the Settlement is granted final approval by the Court. No later than ten (10) business days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a complete list of all Class Members who have submitted timely and valid Opt-Out Notices, including their full names.

2. The Class Notice shall provide that Participating Class Members (i.e., Class Members who are not seeking to opt out of the Settlement) who wish to object to the Settlement must submit to the Settlement Administrator a written statement explaining their objection to the Settlement no later than the Response Deadline. Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing to make an oral objection. If a Class Member opts out of the Settlement, they cannot object to the Settlement.

3. A Class Member who does not make an oral objection at the Final Approval Hearing or does not submit a written objection in the manner and by the Response Deadline specified above shall be deemed to have waived all objections and shall be foreclosed from making

any objections to the Settlement, whether by appeal or otherwise.

4. If a Class Member who has timely filed an objection to the Settlement files a Notice of Appeal of the contemplated Judgment within the time period prescribed by law, Defendant shall not be required to fund any portion of the Maximum Settlement Amount, and the Settlement Administrator shall not distribute or pay any monies until the appeal(s) are finally resolved in favor of the Settlement or dismissed with prejudice.

5. The Parties agree that there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement. If a Class Member Opts Out, and is also a PAGA Employee, s/he is still covered by the PAGA portion of the Settlement. Except as otherwise stated, Plaintiff shall vigorously defend against any attempt by any PAGA Employee or by any entity or agency to intervene in this matter or object to/opt-out of this Settlement. Further, there is no right or opportunity for any PAGA Employee to appeal the approval of the Settlement by the Court. The Parties shall jointly defend against any appeal filed with respect to the Final Order as it pertains to the PAGA part of the Settlement.

M. Resolution of Class Member Disputes Over Workweeks or Pay Periods.

1. If a Class Member disputes the number of Workweeks or Pay Periods credited to him or her, which will be stated in the Class Notice, the Class Member must submit a written dispute to the Settlement Administrator, postmarked no later than the Response Deadline. The dispute must: (a) contain the full name, address, and last four digits of the Social Security number of the Class Member; (b) be signed by the Class Member; (c) reference the Action by its name and case number; (d) contain a statement clearly indicating that the Class Member disputes the number of Workweeks and/or Pay Periods that are credited to him or her and the number of Workweeks and/or Pay Periods that the Class Member claims should be credited to him or her; and (e) attach supporting documentation, if any, that they may have. If such a dispute arises with respect to a Class Member, the Settlement Administrator shall inform Class Counsel and Defendant's Counsel. Defendant shall manually review its payroll and personnel records to verify the correct number of pay Periods for the disputing Class Member. Defendant's records shall have

a rebuttable presumption of correctness, and Defendant's Counsel and Class Counsel shall jointly determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the Settlement Administrator shall present the dispute for resolution by the Court, by way of declaration to be filed in advance of the Final Approval Hearing. The decision on the dispute shall be non-appealable.

N. No Solicitation of Objections or Opt-Outs. Neither the Settling Parties nor their respective counsel or management shall solicit or otherwise encourage any Class Member, directly or indirectly, to seek to opt-out from the Settlement, object to the Settlement, and/or appeal from the Judgment.

O. Additional Briefing and Final Approval.

1. As soon as practicable following the Response Deadline, Plaintiff shall move the Court for final approval of the Settlement. Defendant agrees it shall not oppose so long as the motion is in all respects consistent with the terms of this Settlement. Not later than five (5) court days before the Final Approval Hearing, the Settling Parties may file, jointly or separately, a reply in support of the motion or such other papers as may be necessary or helpful to the Court regarding the subject matter of the motion.

2. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Settling Parties shall present a Judgment for the Court's approval and entry, which shall provide that the Court shall have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

P. Options to Terminate Settlement/Revision to Maximum Settlement Amount or Class Period and PAGA Period.

1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to the requested Class Representative Service Award, does <u>not</u> constitute grounds to terminate or void the Settlement.

2. Defendant has the right to cancel the Settlement if more than ten percent (10%) of the Class Members submit timely and valid Opt-Out Notices from the Settlement. This option to cancel the Settlement must be exercised by Defendant by providing written notice to Class Counsel within ten (10) business days of Defendant's Counsel receiving notification from the Settlement Administrator that more than ten percent (10%) of the Class Members have submitted timely and valid Opt-Out Notices from the Settlement. If Defendant exercises the option to terminate the Settlement, then Defendant shall be responsible for paying all Settlement Administration Costs.

3. As of the date of the April 15, 2025 mediation, Defendant estimated that there were 3,553 Class Members who collectively worked at total of 294,445 Workweeks, and 2,809 PAGA Employees who collectively worked a total of 89,759 Pay Periods. If the number of actual Workweeks worked by the Class Members as of July 21, 2025 exceeds that by more than ten percent (10%) (i.e., exceeds 294,445 by more than 29,444 Workweeks (which is 323,890 work weeks or more)) then Defendant has the option of either: (1) ending the Class Period and the PAGA Period on the date that the Workweek count reaches the ten percent threshold, or (b) increasing the Gross Settlement Amount in the amount proportional to the number of Workweeks that exceed the 10% threshold. This means, for example, that if the actual number of Workweeks worked by the Class Members as of July 21, 2025 is 330,000, then Defendant would need to pay $114,153.48 in additional consideration ($5,500,000 divided by 294,445 Workweeks equals $18.68 multiplied by 6,111 excess work weeks (330,000 actual Workweeks minus 323,889 threshold number of Workweeks)) to have a release through July 21, 2025. Defendant shall provide the Class Data List to the Administrator at least 18 court days prior to the May 22, 2026 hearing on the Motion for Preliminary Approval of Settlement, and the Administrator, following review of the Class Data, shall prepare a declaration confirming whether this escalator clause has been triggered.

4. Either Settling Party may terminate this Settlement by giving written notice to the other Settling Party (through its counsel) no later than twenty (20) calendar days after

receiving notice that one of the following has occurred: (i) the Court declines to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties; (ii) the Settlement does not become final because of any appellate court action; or (iii) the Court's final approval of the Settlement is reversed or materially modified on appellate review.

5. In the event of termination of this Settlement as provided above, this Settlement shall become and be considered null and void, and the termination shall have the following effects: (i) the Settling Parties shall have no further obligations under the Settlement; (ii) Defendant shall have no obligation to make any payments to any person, party, Class Member or attorney that otherwise would have been owed under this Settlement, except that in case of termination under Section III (P)(2), Defendant shall pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is terminated; (iii) in case of termination under Section III (P)(4), the Parties shall split the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is terminated; (iv) the Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Settling Parties, all of whom shall be restored to their respective positions in the Action prior to the Settlement; and (v) neither this Settlement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other case or proceeding for any purpose whatsoever.

6. Notice of the termination of the Settlement by a Settling Party must be provided to counsel for the other Settling Party in writing.

Q. Dispute Resolution. Any disputes not resolved by the Settlement Administrator or the Settling Parties shall be resolved by the Court. Before any such resort to the Court, counsel for the Settling Parties shall confer in good faith in an attempt to resolve the dispute.

R. Waiver of Right to Appeal. Plaintiff and Class Counsel waive all appeals from the Court's Final Approval of this Settlement.

S. Publicity. Neither Plaintiff nor Plaintiff's Counsel will publicize this Settlement by Defendant's names or locations, through a press release, posting on counsels' website, in social media, or by any other public means, other than necessary court filings and proceedings associated with the Settlement. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this Settlement with their spouse or partner, attorneys or tax advisor; or (ii) Plaintiff's Counsel from communicating with putative class members in this case, the LWDA or with the Court. Plaintiff's counsel may include the name of this case and the fact that they were approved as class counsel and that the settlement was approved in declarations describing their qualifications as class counsel in other cases.

T. Fair, Adequate, and Reasonable Settlement. This Settlement was reached after extensive negotiations. The Settling Parties believe and agree that this Settlement is a fair, adequate, and reasonable resolution of the Action and have arrived at this Settlement in arms-length negotiations, considering all relevant factors, present and potential, and shall so represent it to the Court.

U. No Admission of Liability. Defendant and the Released Parties deny any and all alleged wrongdoing or the violation of any rights of Plaintiff and/or Class Members. By entering into this Settlement, Defendant does not admit, and in fact specifically disclaims, the violation of any law or regulation. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or shall be construed as an admission of any liability or wrongdoing by Defendant, or as an admission by the Class Members that any of their claims were non-meritorious or that any defense asserted by Defendant was meritorious. This Settlement and the fact that the Settling Parties are willing to settle the Action and have entered into this Settlement shall have no bearing on, and shall not be admissible in connection with, any litigation, other than as is necessary to enforce the terms of this Settlement.

V. Miscellaneous Terms.

1. Integrated Agreement. After it is signed and delivered by all Settling Parties and their counsel, this Settlement and its exhibits shall constitute the entire agreement between the Settling Parties relating to the terms of Settlement, and shall supersede any prior or contemporaneous oral representations, warranties, covenants, or inducements made to any Settling Party concerning this Settlement or its exhibits, including the Settlement Terms.

2. Execution in Counterparts. This Settlement may be executed in one or more counterparts and by facsimile or PDF version. All executed counterparts, and each of them, shall be deemed to be one and the same instrument, provided that counsel for the Settling Parties shall exchange between themselves original signed counterparts. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Settlement.

3. Modification of Settlement. This Settlement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Settling Parties or their successors-in-interest, subject to approval by the Court.

4. Settlement Binding on Successors. This Settlement shall be binding upon, and inure to the benefit of, the successors of each of the Settling Parties and Participating Class Members.

5. Applicable Law. All terms and conditions of this Settlement and its exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

6. Interim Stay of Proceedings. The Parties shall stay all proceedings in the Action, subject to necessary compliance with the Court's orders, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

7. Authorization to Enter Into Settlement Agreement. Counsel for all Settling Parties warrant and represent they are expressly authorized by the Settling Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to

be taken by such Settling Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Settling Parties and their counsel shall cooperate with each other and use their best effort to effectuate the implementation of the Settlement. In the event the Settling Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Settling Parties may seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of Defendant. The Class Representatives represent and warrant that they are authorized to sign this Agreement and that they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

8. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:

AEGIS LAW FIRM, PC
SAMUEL A. WONG
KASHIF HAQUE
JESSICA L. CAMPBELL
JULIA M. TOSCANO
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
jtoscano@aegislawfirm.com

To Defendant:

Jody A. Landry, Esq.
Sarah Boxer, Esq.
jlandry@littler.com
LITTLER MENDELSON, P.C.
501 West Broadway, Suite 900
San Diego, California 92101

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement shall not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

IT IS SO AGREED.

DocuSigned by:

Dated: 2/27/2026 | 2:44 PM PST

B47353D72172428...

Curtis Lemann Williams, Jr.
Plaintiff

Avis Budget Group, Inc.

Dated:______________________ ______________________
Jean Sera

AB Car Rental Services, Inc.

Dated:______________________ ______________________
Jean Sera

Approved as to form:

Dated: 3/02/2026

Julia M. Toscano
Attorneys for Plaintiff and the Settlement Class

Dated: ______________________ ______________________
Jody A. Landry
Attorney for Defendant

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement shall not be construed against any Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

IT IS SO AGREED.

Dated:____________________

____
Curtis Lemann Williams, Jr.
Plaintiff

Avis Budget Group, Inc.

Dated: March 6, 2026

Jean Sera

AB Car Rental Services, Inc.

Dated: March 6, 2026

Jean Sera

Approved as to form:

Dated: ____________________

____
Julia M. Toscano
Attorneys for Plaintiff and the Settlement Class

Dated: March 6, 2026

Jody A. Landry
Attorney for Defendant