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**Attorneys for Plaintiff**

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ANTHONY CELESTIN, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

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

Defendants.

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SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY  
LAW DIVISION

DOCKET NO. MER-L-000102-19

### **SETTLEMENT AGREEMENT**

Plaintiff Anthony Celestin (referred to herein as “Plaintiff” or “Class Representative”), on behalf of himself and the Settlement Class as defined below, by and through his counsel, and Defendants Avis Budget Group, Inc., and Budget Rent A Car System, Inc., (referred to collectively herein as “Defendants”), by and through their counsel, (collectively referred to herein as the “Parties”), hereby enter into this Settlement Agreement providing, subject to the approval of the Court, for the settlement of the claims of the Plaintiff and the Settlement Class as described herein against Defendants.

#### **RECITALS:**

WHEREAS, Budget Rent A Car System, Inc. (“Budget”) is in the business of renting

automobile and motor vehicles to customers throughout New Jersey and the United States. Avis Budget Group, Inc. is the parent company of Budget Rent A Car System, Inc.

WHEREAS, Plaintiff has alleged that customers who rented a motor vehicle from Budget between October 19, 2012 and the present were charged an unauthorized and undisclosed “cleaning fee” in New Jersey after signing a one-page “Rental Agreement” form document;

WHEREAS, Plaintiff has alleged that Defendants’ conduct, as described herein, constitutes an unlawful and unconscionable commercial practice, and this action seeks both monetary relief and injunctive relief to end these practices, bringing claims under the New Jersey Consumer Fraud Act and the New Jersey Truth in Consumer Contract, Warranty and Notice Act, as well as claims of breach of contract and breach of the implied covenant of good faith and fair dealing;

WHEREAS the class complaint seeks both refunds of the fees collected under the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 et al. and injunctive relief for these alleged illegal actions set forth herein.

WHEREAS, Defendants vehemently deny the claims of Plaintiff and the Settlement Class, and further deny any wrongdoing or liability and assert that they fully complied with New Jersey law;

WHEREAS, the Parties conducted significant discovery and motion practice, including but not limited to, producing hundreds of pages of documents, litigating several motions including an appeal to the Superior Court of New Jersey, Appellate Division;

WHEREAS, the Parties have concluded that settlement is desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation and to resolve finally and completely all pending and potential claims of Plaintiff and all members of the Settlement Class relating to claims which were or could have been asserted by Plaintiff and the Class Members in the Litigation, relating to the practices at issue;

WHEREAS, substantial settlement negotiations have taken place between the Parties, resulting in this Settlement Agreement, subject to the Court approval process set forth herein;

WHEREAS, Defendants enter the Settlement with no admission of liability and expressly do not waive any argument, defense or position asserted in this Litigation;

WHEREAS, solely for purposes of the Settlement, the Parties agree to a certification of a Settlement Class defined as follows:

**All New Jersey citizens who, between October 9, 2012 and the date of preliminary approval, rented a motor vehicle from Budget Rent A Car, returned said vehicle to a New Jersey facility, and paid a Cleaning Fee;**

WHEREAS, Plaintiff and Class Counsel believe that this Settlement Agreement offers significant benefits to Class Members and is fair, reasonable, adequate and in the best interest of Class Members; and

WHEREAS, this Settlement Agreement is made and entered into by and among the Parties and on behalf of approximately 850 Class Members.

NOW, THEREFORE, it is hereby stipulated and agreed, by and between the undersigned

Parties, as follows:

**I. DEFINITIONS**

As used in this Settlement Agreement, the following terms shall have the meaning set forth below. Where appropriate, terms used in the singular shall be deemed to include the plural and vice versa.

A. Action. “Action” shall mean this above-captioned putative class action pending before Superior Court of New Jersey, Mercer County.

B. Claim. “Claim” shall mean submission of a Claim Form for a cash payment (“Claim”) as described below in paragraph 3.4.

C. Claim Form. “Claim Form” means the document to be submitted by Class Members submitting a Claim seeking a cash payment pursuant to this Settlement Agreement.

*See Exhibit A.*

D. Claimant. “Claimant” shall mean a Class Member who submits a Claim for a cash payment as described in Section II and 3.4 of this Settlement Agreement.

E. Claims Period. “Claims Period” shall mean the time period through which Claim Forms may be submitted by Class Members and shall conclude one hundred (100) days after the entry of the Preliminary Approval Order (defined below) with respect to this Settlement.

F. Class Counsel. “Class Counsel” shall mean DeNittis Osefchen Prince, P.C.

G. Class Counsel Fees and Expense Award. “Class Counsel Fees and Expense Award” means the sum of \$275,000.00, which upon approval by the Court, shall be paid by Defendants separate from the Settlement Fund.

H. Class Members. “Class Members” shall mean the members of the Settlement Class.

I. Class Notice. The Class Notice will contain information about the case and the procedure for Class Members to opt out of the Settlement entirely or to object to the Settlement or to some aspect thereof, such as Class Counsel's application for attorney's fees, costs and expenses, and/or to the application for Incentive Awards. *See Exhibit B*.

K. Class Representative. Class Representative shall mean Plaintiff Anthony Celestin. "Plaintiff" and "Class Representative" are used interchangeably throughout this Settlement Agreement and have the same meaning.

L. Court. "Court" shall mean the Superior Court of New Jersey, Mercer County where the Action is pending.

M. Defendants. "Defendants" shall mean Avis Budget Group, Inc., and Budget Rent A Car System, Inc., (collectively "Budget") .

N. Defendants' Counsel. "Defendants' Counsel" shall be Reed Smith, LLP.

O. Effective Date. "Effective Date" or "Settlement Effective Date" is the date on which this Settlement becomes Final within the meaning of Section P.

P. Final. With respect to the Judgment, this Settlement, or to any award of any claims, or any award of attorneys' fees and expenses (the Class Counsel Fees and Expense Award), "Final" means that the time for appeal or petition for review or writ of certiorari has expired or, if an appeal or petition for review is taken and dismissed or the Settlement is affirmed, the time period during which further petition for hearing, appeal, or writ of certiorari can be taken has expired. If the Judgment is set aside, materially modified, or overturned by the Court or on appeal, and is not fully reinstated on further appeal, the Judgment shall not become Final. Any proceeding or order or any appeal or petition for review or writ of certiorari

pertaining solely to Class Counsel Fees and Expense Award or any award of Incentive Awards to Plaintiff will not in any way delay or preclude the Judgment or this Settlement from becoming Final.

Q. Final Approval Hearing And Order. “Final Approval Hearing” shall mean the hearing at which the Court will consider and finally decide whether to enter the Final Approval Order and “Final Approval Order” shall mean the Court order that approves this Settlement Agreement, approves payment of attorneys’ fees and expenses (subject to paragraph 2.4 in Section II), and makes such other final rulings as are contemplated by this Settlement Agreement.

R. Incentive Award. “Incentive Award” shall mean the five thousand dollars (\$5,000) payment that Defendants have agreed to pay, from the Settlement Fund, collectively to Class Representative Anthony Celestin, subject to approval of the Court.

S. Litigation. “Litigation” shall mean this above-captioned putative class action proceeding captioned *Celestin v. Avis Budget et al.* pending before the Superior Court of New Jersey under docket number Docket No. MER-L--102-19.

T. Objection Date. “Objection Date” shall mean the date agreed upon by the Parties or otherwise ordered by the Court for Class Members to object to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials and/or argument.

U. Opt-Out Deadline. “Opt-Out Deadline” shall mean the date agreed upon by the Parties or otherwise ordered by the Court, by which any Class Members who do not wish to be included in the Settlement Class and participate in the Settlement Agreement must complete the acts necessary to properly effect such election.

V. Opt-Out List. “Opt-Out List” shall mean a written list prepared by Class Counsel of all Class Members who submit timely Requests for Exclusion.

W. Parties. “Parties” shall mean Plaintiff Anthony Celestin, on behalf of himself and the Settlement Class as defined below, by and through their counsel, and Defendants Avis Budget Group, Inc., and Budget Rent A Car System, Inc., by and through their counsel,

X. Plaintiff. “Plaintiff” shall mean Class Representative Anthony Celestin.

Y. Preliminary Approval. Preliminary Approval means that the Court has entered an order preliminarily approving the terms and conditions of this Settlement Agreement, including the manner of providing and content of notice to Class Members.

Z. Preliminary Approval Order. “Preliminary Approval Order” shall mean the order of the Court preliminarily approving this Settlement Agreement, the form of which the parties shall agree upon and designate as **Exhibit C** or a form that is substantially the same form as that approved by the Court.

AA. Request for Exclusion. “Request for Exclusion” shall mean any request by any Class Member to opt out of, or for exclusion from, the Settlement that is in compliance with the provisions of Section VI of this Settlement Agreement.

BB. Settlement. “Settlement” shall mean the agreement by the Parties to resolve this Litigation and all Released Claims, the terms of which have been memorialized and provided for in this Settlement Agreement.

CC. Settlement Administrator. Settlement Administrator means Angeion Group (“Angeion”).

DD. Settlement Agreement. “Settlement Agreement” shall mean this Settlement Agreement and all the exhibits attached hereto.

EE. Settlement Class. “Settlement Class” shall mean:

**All New Jersey citizens who, between October 9, 2012 and the date of preliminary approval, rented a motor vehicle from Budget Rent A Car, returned said vehicle to a New Jersey facility, and paid a Cleaning Fee;**

FF. Settlement Class Period. The Class Period shall be from **October 2, 2012** and the date of Preliminary Approval.

GG. Settlement Fund. Means the sum of \$125,000, which upon approval by the Court, shall be paid by Defendant and from which all Class Claims, Incentive Award and Administrator and Notice Costs shall be paid.

JJ. Settlement Website. Settlement Website means a website operated and maintained by the Settlement Administrator solely for the purposes of making available to the Class Members the documents, information, and online claims submission process referenced in paragraphs 3.4 through 3.7 below. The content of the Settlement Website must be approved by Class Counsel and Defendants’ Counsel prior to posting or otherwise making it available to Class Members.

## **II. REQUIRED EVENTS**

2.0. Promptly after execution of this Settlement Agreement by all Parties:

2.1. Class Counsel shall take all reasonable and necessary steps, subject to the Court’s availability, to obtain entry of the Preliminary Approval Order and to move for the Final Approval Order. Defendants’ Counsel shall cooperate as set forth in this Settlement Agreement.



2.2. The Parties to the Settlement Agreement shall jointly move for entry of a Preliminary Approval Order in the same or substantially identical form as that attached hereto as **Exhibit C**.

2.3. Class Counsel will use their best reasonable efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Approval Order. Defendants' Counsel shall cooperate as set forth in this Settlement Agreement.

2.4. In the event that the Court fails to issue the Preliminary Approval Order or Final Approval Order in all material aspects as those proposed to the Court, this Settlement Agreement is voidable by the Party or Parties adversely affected by the Court's reason for its failure to provide approval, except that any failure to approve the Class Counsel Fees and Expense Award or Incentive Awards in the amount requested shall not give Plaintiff the right to void the Settlement Agreement.

2.5. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement is essential. The Parties shall cooperate with each other in good faith to carry out the purposes of and effectuate this Settlement Agreement, shall promptly perform their respective obligations hereunder, and shall promptly take any and all actions and execute and deliver any and all additional documents and all other materials and/or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

### **III. SETTLEMENT TERMS**

3.1 Benefit to Settlement Class Members from the Settlement Fund. Defendants will pay \$125,000 in cash as the Cash Settlement Fund for payment of the following: (i) valid claims for cash benefits submitted by Class Members pursuant to paragraph 3.4 below; (ii) the Notice

and Other Administrative Costs actually incurred by the Settlement Administrator as described in paragraph 5.1 below; (iii) check distribution costs; and (iv) any Incentive Award to the Class Representative, not to exceed \$5,000 as may be ordered by the Court and as described in paragraph 4.2 below.

3.2 Total Financial Commitment. Defendants' total financial commitment and obligation under this Settlement Agreement, including but not limited to paragraphs 3.1 and 4.1, shall not exceed \$400,000.

3.3 Schedule of Payments into the Settlement Fund. Defendants shall not be required to actually make payments into the Settlement Fund, however, Defendants do acknowledge they shall be required to make payment monies at various times as set forth in more detail herein for payment of the following items from the Settlement Fund:

a. *Notice and Other Administrative Costs.* Amounts equal to the cost of publishing the Class Notice and other administrative costs shall be paid from Angeion's Administrative Fee, which shall come from the Cash Settlement Fund within 30 days of the Order for Preliminary Approval.

b. *Class Counsel Fees and Expense Award.* An amount equal to the Fee and Expense Award, to be paid as described at paragraph 4.1, below.

c. *Incentive Awards.* An amount equal to Incentive Awards as ordered by the Court, to be paid as described at paragraph 4.2, below.

d. *Payment of Valid Claims.* An amount equal to \$125,000, less the sum of (i) the total Notice and Other Administrative Costs, (ii), and (ii) the Incentive Award(s), from which Claims are to be paid within one hundred (100) days of when this Settlement becomes Final.

3.4 Claims and Claims Process. Each Class Member, shall be entitled to submit a Claim for a cash payment in the amount of \$250.

3.5 Proof of Claim. A maximum of one Claim, submitted on a single Claim Form, may be submitted by each Class Member. A Claimant must include certain information in the Claim Form, which is specified in the Claim Form, and may complete the Claim Form online or in hard copy, which must be mailed to the Settlement Administrator.

3.6 Review of Claims. The Settlement Administrator shall be responsible for reviewing all Claims to determine their validity. The Settlement Administrator shall reject any Claim that does not comply in any material respect with the instructions on the Claim Form or the terms of paragraph 3.4 and 3.5, above, or is submitted after the close of the Claims Period (“Claims Period Close Date”), or is submitted by an individual who has not been identified or otherwise verified by Defendants as a Class Member.

3.7 Pro-Rata Reduction of the Settlement Fund. If the dollar value of valid Class Member Claims, determined in accordance with paragraphs 3.4 and 3.5 above, exceeds the respective amounts available in either the Settlement Fund available to satisfy those Claims, payments to Class Members from the Settlement Fund, shall be reduced on a pro-rata basis, such that the total available cash will satisfy all Claims.

3.8 Unclaimed Settlement Class Benefits of Valid Claims or Uncleared Checks. Those Settlement Class Members whose checks are not cleared within one hundred eighty (180) days after issuance shall be ineligible to receive a cash settlement benefit and Defendants shall have no further obligation to make any payment pursuant to this Settlement Agreement, or otherwise, to such Settlement Class Members, and such monies will revert back to the

Defendants. In addition, any cash remaining in the Settlement Fund, after payment of all timely Claims of Class Members, the Class Counsel Fees and Expense Award, as approved by the Court, the Incentive Awards to the Class Representatives as approved by the Court, and the Administrative Fee of the Settlement Administrator, as approved by the Court, shall revert back to the Defendants.

**IV. ATTORNEYS' FEES AND EXPENSES AND CLASS REPRESENTATIVE INCENTIVE AWARDS**

4.1. Class Counsel shall petition the Court (and Defendants have agreed not to oppose) for an award of attorneys' Fees and costs, not to exceed \$275,000.00, which shall be paid by Defendants separate and apart from the Settlement Fund, subject to Court approval. Class Counsel's attorneys' fees, costs and expenses ("Class Counsel Fees and Expense Award"), if approved by the Court, shall be paid within five (5) days of the Settlement becoming Final.

4.2. Given the efforts of Plaintiff on behalf of the Class Members, the Parties have also agreed that Plaintiff Anthony Celestin shall receive a one-time Incentive Award in the amount of Five Thousand Dollars (\$5,000.00) to be paid from the Settlement Fund. Such Incentive Awards shall be paid by check, made payable to Anthony Celestin and shall be delivered to Class Counsel within five (5) days of the date the Settlement becomes Final.

**V. CLAIMS ADMINISTRATION AND NOTICE TO CLASS MEMBERS**

5.1 Angeion Group shall be the Settlement Administrator, subject to Court approval, to help implement the terms of the proposed Settlement Agreement. The Settlement Administrator shall be responsible for administrative tasks, including, without limitation, (a) notifying the appropriate state officials about the Settlement, if any (b) distributing and publishing of the Class Notice and Claim Forms to Class Members, (c) answering inquiries from Class Members and/or forwarding such written inquiries to Class Counsel, (d) receiving and maintaining on behalf of

the Court and the Parties any Class Member correspondence regarding Requests for Exclusion to the Settlement, (e) establishing the Settlement Website that posts the Class Notice and Claim Forms and other related documents as directed by Class Counsel, (f) receiving and processing Claims and distributing payments (to Class Members, and (g) otherwise assisting with implementation and administration of the Settlement Agreement terms. The actual costs and expenses of the Settlement Administrator will be paid from the Cash Settlement Fund.

5.2 Performance Standards of Settlement Administrator. The contract with the Settlement Administrator shall obligate the Settlement Administrator to abide by the following performance standards:

a. The Settlement Administrator shall accurately and neutrally describe, and shall train and instruct its employees and agents to accurately and objectively describe, the provisions of the Settlement Agreement in communications with Class Members;

b. The Settlement Administrator shall provide prompt, accurate and objective responses to inquiries from Class Counsel and/or Defendants' Counsel, and shall periodically report on Claims, objectors, etc.

c. The Settlement Administrator shall seek clarification, instruction or authorization for performance of its duties and expenditure or disposition of cash from both Class Counsel and Defendants' Counsel.

d. The Settlement Administrator shall keep no confidences among the Parties in connection with its administration of this Settlement Agreement.

5.3 Notice Requirements to Class Members

a. The Settlement Administrator initially will send via U.S. Mail a Class Notice and Claim Form to Class Members who are identified by Defendants as Class Members.

This Class Notice will contain information informing Class Members of the (i) preliminary approval of the Settlement; (ii) scheduling of the Final Approval Hearing; and (iii) information for Class Members to submit a Claim Form, see **Exhibit A**, in order to submit a Claim. The form of this Class Notice shall be agreed upon by the Parties, be designated as **Exhibit B** and shall be approved by the Court prior to its dissemination.

b. The Settlement Administrator shall be responsible, subject to the Court's approval, for mailing the Class Notice and Claim Form to the last known addresses of all persons identified by Defendants as Class Members. Defendants will provide Class Counsel with the names and last known addresses of Class Members, to the extent practicable based upon the data available to Defendants through its records, within thirty (30) days of the Preliminary Approval Order being entered. Should the Settlement Administrator receive any undelivered Class Notices, it will conduct one skip trace or postal look-up to search for a new address for the said Class Member and resend the Class Notice and Claim Form to any newly found Class Member address.

c. The Settlement Administrator shall be responsible, subject to the Court approving the same, for publishing the Class Notice in a Banner advertisement for a period of one week. All publication notices shall be paid from the Administrative Fee paid to Angeion from the Settlement Fund.

d. The Settlement Administrator shall create a Settlement Website [www.avisNJcleaningfeesettlement.com](http://www.avisNJcleaningfeesettlement.com) which will contain information describing the settlement and will contain the Class Notice (see **Exhibit B**), a Claim Form (see **Exhibit A**), information regarding Class Counsel's contact information, a copy of the Settlement Agreement and a copy of Plaintiffs' Complaint in the Action, as filed in the Superior Court of New Jersey, Mercer

County. The cost for the Settlement Website will be paid for from the Administrative Fee paid to Angeion from the Settlement Fund. The Class Notice and Claim Form will also be posted by Class Counsel in a prominent location on Class Counsel's website [www.denittislaw.com](http://www.denittislaw.com).

e. The Claims Period shall run for a period of one hundred (100) days, commencing on the date the Preliminary Approval Order is entered.

f. The Settlement Administrator shall mail and publish all Class Notices and Banner Advertisement and create the Settlement Website within thirty (30) days of Preliminary Approval.

g. Proof of Notice. No later than ten (10) days prior to the Final Approval Hearing, the Settlement Administrator shall provide an affidavit to the Court, with a copy to Class Counsel, attesting that notice was published and mailed in a manner consistent with the terms of this Settlement Agreement.

i. All Claim Forms must be postmarked, or received by the Settlement Administrator no later than 100 days from the date of the Preliminary Order. The Claim Forms may be submitted via electronic mail, facsimile, hand delivery, or via U.S. Mail.

j. Within 100 days of the Settlement becoming Final, the Settlement Administrator shall send checks via first class U.S. Mail, distributing the Settlement Fund to eligible Class Members who have, in a timely manner, completed valid Claim Forms and submitted such forms to the Settlement Administrator. Should a check or service voucher be returned as insufficient address, the Settlement Administrator will use its best efforts to conduct a postal look-up to locate the proper address of the Class Member in order to re-mail the check to the proper address. The costs for processing and mailing out checks or service vouchers to Class Members will be paid from the Administrative Fee paid to Angeion from the Cash Settlement

Fund.

**VI. REQUESTS FOR EXCLUSION BY CLASS MEMBERS**

6.1 Any Class Member may make a Request for Exclusion on the Settlement Website or by mailing or delivering such request in writing to the Settlement Administrator, at the addresses set forth in the Class Long Form Notice. Any Request for Exclusion must be postmarked or delivered not later than twenty (20) days prior to the date of the Final Approval hearing. Any Request for Exclusion shall state the name, address and telephone number of the person requesting exclusion, proof that they are a Class Member, and contain a clear statement communicating that such person elects to be excluded from the Settlement Class and elects to be excluded from any judgment entered pursuant to this Settlement.

6.2 Any Class Member who submits a timely Request for Exclusion may not file an objection to the Settlement and shall be deemed to have waived any rights or benefits under this Settlement Agreement.

6.3 The Settlement Administrator shall report the names of all individuals who have submitted a Request for Exclusion to the Court no less than ten (10) days prior to the Final Approval Hearing.

6.4 This Settlement Agreement is voidable by Defendants if more than ten percent (10%) of the Settlement Class requests exclusion from the Settlement.

**VII. OBJECTIONS BY CLASS MEMBERS**

7.1 The Parties will request that the Court enter an order requiring any Class Member who wishes to be heard orally at the Final Approval Hearing, or who wishes for any objection to be considered, to file a written notice of objection with the Court no later than twenty (20) days prior to the Final Approval hearing (“Objection Date”). Such objections shall state the name,



address and telephone number of the person, whether the person is represented by counsel or has consulted with counsel, and provide proof of membership in the Settlement Class, as well as a detailed statement of each objection asserted, including the grounds for objection and reasons for appearing and being heard, together with any documents such person wishes to be considered.

7.2. The agreed-upon procedures and requirements for filing objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Class Member's objections to the Settlement Agreement, in accordance with such Class Member's due process rights. The Preliminary Approval Order and Class Notice will require all Class Members who have any objections to file such notice of objection or request to be heard with the Court, and serve by mail or hand delivery such notice of objection or request to be heard upon the Settlement Administrator, Class Counsel and Defendants' Counsel at the addresses set forth in the Class Notice, by no later than the Objection Date. The Preliminary Approval Order will further provide that objectors who fail to properly or timely file their objections with the Court, along with the required information and documentation set forth above, or to serve them as provided above shall not be heard during the Final Approval Hearing, nor shall their objections be considered by the Court.

## **VIII. RELEASE, DISMISSAL OF LITIGATION, AND JURISDICTION OF COURT**

8.1. **Release.** Upon the Settlement Effective Date, the Class Representatives, for themselves and on behalf of all Class Members, and each of the Class Representatives' and Settlement Class Members' respective heirs, spouses, parents, family members, trustees, executors, administrators, successors, assigns, employees, agents, representatives, any and all other persons or entities acting under the supervision, direction, control or on behalf of any of the

foregoing, and any and all other persons or entities that could claim by or through them (collectively, the “Class Representative and Settlement Class Releasers”), hereby fully, finally, and forever settle and compromise with, and release and discharge, Defendants and their respective present and former parent companies, subsidiaries, divisions, related or affiliated companies, wholly owned companies, owners, shareholders, partners, members, officers, directors, managers, employees, consultants, agents, attorneys, insurers, representatives, accountants, beneficiaries, heirs, successors, predecessors, assigns, vendors, business partners, and any individual or entity which could be jointly liable with any of the foregoing, and all other persons acting under the supervision, direction, control or on behalf of any of the foregoing (collectively, the “Defendant Releasees”) of and from all claims that were alleged or could have been alleged in the Litigation arising prior to the Settlement Effective Date, known or unknown, including, but not limited to, any and all manner of legal, equitable, federal, state, administrative, statutory or common law action or causes of action, suits, claims, debts, liabilities, charges, losses, demands, obligations, guarantees, torts, contracts, agreements, promises, liens, damages of any kind (including liquidated damages and punitive damages), restitution, interest, penalties, attorneys’ fees, costs and expenses of any kind or nature whatsoever, asserted or unasserted, willful or not willful, intentional or not intentional, fixed or contingent, liquidated or unliquidated which the Class Representative and Settlement Class Releasers now have, ever had or shall later have against the Defendant Releasees, or any of them, arising out of, relating to, or in connection with the specific actions set forth in Plaintiffs’ Second Amended Complaint involving the cleaning fee, and all prior versions thereof, or any conduct alleged or that could have been alleged in Litigation from such conduct (collectively, the “Released Claims”). This paragraph is referred to in this Settlement Agreement as the “Release.”

8.2. This Settlement Agreement and Release does not affect the rights of Class Members who timely and properly request exclusion from the Settlement Agreement.

8.3. The administration and consummation of the Settlement as embodied in this Settlement Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement, including, but not limited to, the Release. The Court expressly retains jurisdiction in order to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement, including, but not limited to, orders enjoining Class Members from prosecuting Released Claims.

8.4. Upon issuance of the Final Approval Order and the Effective Date of the Settlement: (i) the Settlement Agreement shall be the exclusive remedy for any and all Class Members, except those who have opted out in accordance with the terms and provisions hereof; (ii) Defendants shall not be subject to liability or expense of any kind to any Class Members except as set forth herein; and (iii) Class Members shall be permanently barred from initiating, asserting, or prosecuting any and all Released Claims against Defendants in any manner, including in any federal or state court in the United States or any other tribunal.

8.5 **Dismissal of the Litigation and No Other Action Pending.** Plaintiffs agree that, if they have not already done so, they will take steps to cause the Litigation to be dismissed or withdrawn with prejudice and agree not to refile the Litigation or otherwise pursue their claims. Other than the Litigation, Plaintiffs represent that they have not filed any lawsuit, claim, charge, or complaint against Defendants with any local, state, or federal agency or court. In the event that any agency or court assumes jurisdiction of any lawsuit, claim, charge or complaint, or purports to bring any legal proceedings on Plaintiffs' behalf against Defendants, then Plaintiffs

shall promptly request that the agency or court withdraw from and dismiss the lawsuit, claim, charge, or complaint with prejudice.

**IX. REPRESENTATIONS, WARRANTIES AND COVENANTS**

9.1. Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiffs and the Settlement Class, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Class Counsel and Plaintiffs and constitutes its legal, valid and binding obligation.

9.2. Defendants' Counsel, who are signatories hereof, represent and warrant that they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. The execution, delivery and performance by Defendants of this Settlement Agreement and the consummation by it of the actions contemplated hereby have been duly authorized by all necessary corporate action on the part of Defendants. This Settlement Agreement has been duly and validly executed and delivered by Defendants and constitutes their legal, valid, and binding obligation.

**X. MISCELLANEOUS PROVISIONS**

10.1. This Settlement Agreement, and the exhibits and related documents hereto, are not to be used in evidence and shall not at any time be construed or deemed to be any admission or concession by Defendants with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Defendants specifically deny all of the allegations made in connection with the Litigation. This provision shall survive the expiration or voiding of

the Settlement Agreement.

10.2. This Settlement Agreement is entered into only for purposes of Settlement. Except as otherwise provided herein, in the event that this Settlement Agreement is not finally approved in all material ways as written, then this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Litigation, and all Parties shall be restored to their prior positions as if the Settlement Agreement had not been entered into.

10.3. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and shall not be deemed to constitute part of this Settlement Agreement or to affect its construction.

10.4. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing signed by all counsel for the Parties.

10.5. This Settlement Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

10.6. This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without giving effect to any choice or conflict of law provision, or rule that would cause the application of the laws of any other jurisdiction.

10.7. Except as otherwise provided in this Settlement Agreement, each Party to this Settlement Agreement shall bear his or its own costs of the Litigation.

10.8. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that might be necessary to carry out any of the provisions of this Settlement Agreement.

10.9. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been by mutual agreement after 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. Each of the Parties was 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.

10.10. Integrated Agreement. All of the Exhibits of this Settlement Agreement are material and integral parts hereof, and are fully incorporated herein by reference. This Settlement Agreement and the Exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Litigation.

10.11. Dispute Resolution. The Parties agree that any disputes regarding the terms and conditions of this Agreement, the Parties' rights and obligations under this Settlement Agreement, and/or as to any disagreement regarding the manner in which any issue or dispute arising under this Settlement Agreement should be resolved shall be submitted to the Court.

10.12. Notices. All notices to the Parties' attorneys under this Settlement Agreement shall be made in writing and communicated by electronic and regular mail to the following addresses:

If to Plaintiffs' or Class Counsel:


Stephen P. DeNittis, Esq.  
Joseph Osefchen, Esq.  
Shane Prince, Esq.  
DeNittis Osefchen Prince, P.C.  
5 Greentree Centre  
525 Route 73 North, Suite 410  
Marlton, New Jersey 08053  
856-797-9951 (phone)  
856-797-9978 (fax)  
sdenittis@denittislaw.com

If to Defendants or Defendants' Counsel:

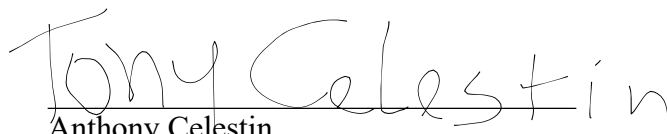
Jason E. Hazlewood, Esq.  
Mark Fidanza, Esq.  
Reed Smith LLP  
Reed Smith Centre  
225 Fifth Avenue  
Suite 1200  
Pittsburgh, PA 15222  
Main: 412.288.3131  
Fax : 412.288.3063  
jhazlewood@reedsmith.com

**IN WITNESS WHEREOF**, Plaintiffs and Defendants and their respective counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

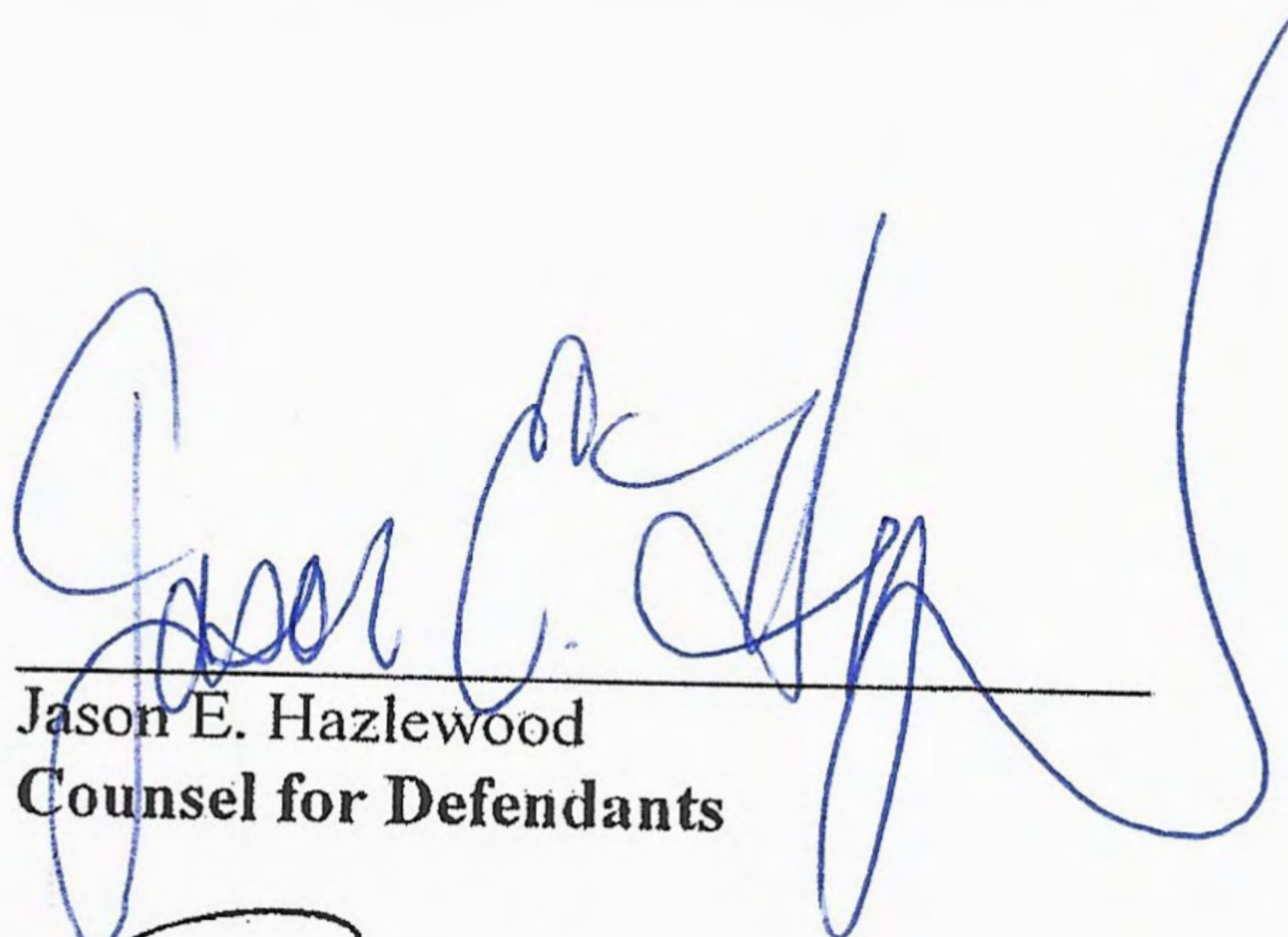
Dated: May 10, 2021

  
\_\_\_\_\_  
Stephen P. DeNittis  
**Counsel for Plaintiff and the Settlement Class**

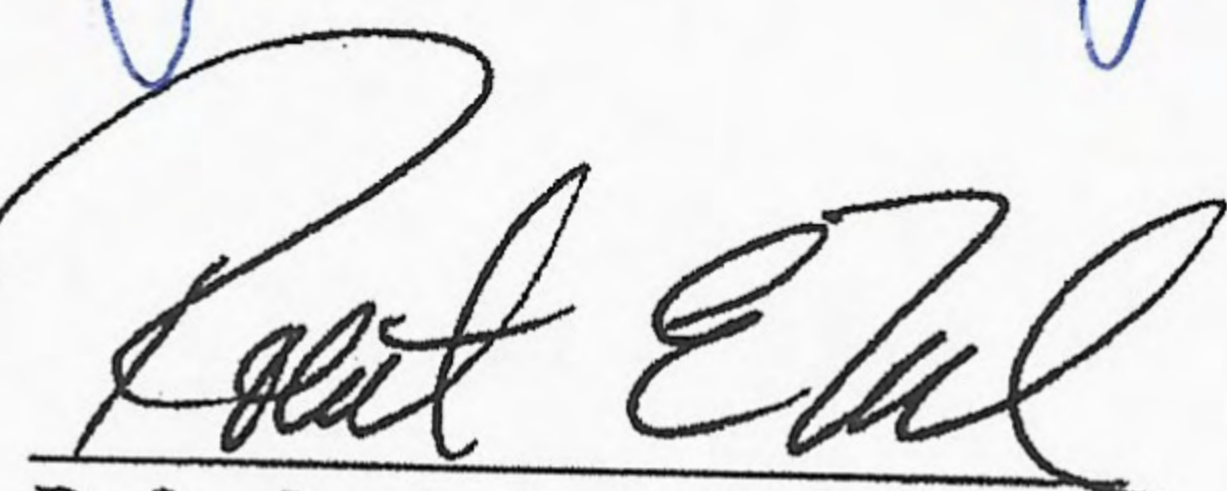
Dated: 05-08, 2021

  
\_\_\_\_\_  
Anthony Celestin  
**Plaintiff**

Dated: May 25, 2021

  
\_\_\_\_\_  
Jason E. Hazlewood  
Counsel for Defendants

Dated: May 25, 2021

  
\_\_\_\_\_  
Defendants Avis Budget Group, Inc., and Budget  
Rent A Car System,  
Inc. ROBERT E. MUHS  
VICE PRESIDENT +  
ASSISTANT SECRETARY



# Exhibit A

**PROOF OF CLAIM FORM**

**THE DEADLINE TO SUBMIT THIS CLAIM FORM IS [TO BE INSERTED]**

This is the official claim form you must use to make a claim in the lawsuit captioned as *Anthony Celestin v. Avis Budget Group, Inc. and Budget Rent A Car System, Inc.* (“Budget”), Docket No. MER-L-102-19, which was filed in the Superior Court of New Jersey, Mercer County. Please read this form carefully before filling it out. In order to qualify for relief under the class settlement you must be a New Jersey citizen who has rented a motor vehicle from Budget Rent A Car, returned to a New Jersey facility and paid a Cleaning Fee between October 9, 2012 and \_\_\_\_\_ (the “Class Period”). This may or may not have occurred in your situation. The responses and information you provide to the questions set out below are designed to permit you to make a claim. If you have any questions please contact Angeion the claims administrator via \_\_\_\_\_ at \_\_\_\_\_ or via email at \_\_\_\_\_.

**THIS COMPLETED FORM MUST BE POSTMARKED, E-MAILED. OR FAXED NO LATER THAN [TO BE INSERTED].**

**PERSONAL INFORMATION OF THE CLAIMANT:**

1. State your full name, present address, and either a phone number or e-mail address at which you may be contacted by the claims administrator, if necessary:

\_\_\_\_\_  
First Name

\_\_\_\_\_  
Last Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

(\_\_\_\_\_) \_\_\_\_\_  
Phone Number

\_\_\_\_\_  
E-Mail Address

2. To be eligible for relief, you must sign and return this claim form no later than \_\_\_\_\_.

**RELIEF SELECTION:**

Please attest under oath your claim status below by writing an "X" on the line in front of your attestation:

\_\_\_ I paid a Cleaning Fee to Defendant Budget during the Class Period

**TO COMPLETE YOUR CLAIM, PLEASE COMPLETE THIS FORM AND RETURN, BY EITHER EMAIL, FAX OR UNITED STATES REGULAR MAIL, TO THE ADDRESS, FAX NUMBER OR EMAIL ADDRESS SET FORTH BELOW BEFORE THE CLAIM DEADLINE.**

BY SIGNING HERE YOU ARE DECLARING UNDER OATH THAT THE FOREGOING INFORMATION IS ACCURATE TO THE BEST OF YOUR KNOWLEDGE.

NAME: \_\_\_\_\_

Return the completed claim form to:

ANGEION

ATT:

\_\_\_\_\_  
\_\_\_\_\_

[.com](#)

Facsimile \_\_\_\_\_

# **Exhibit B**

**DeNITTIS OSEFCHEN PRINCE, P.C.**  
**Stephen P. DeNittis, Esq. (031981997)**  
**Joseph A. Osefchen, Esq. (024751992)**  
**5 Greentree Centre**  
**525 Route 73 North, Suite 410**  
**Marlton, New Jersey 08053**  
**(856) 797-9951**  
**Attorneys for Plaintiff**

ANTHONY CELESTIN, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

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

Defendants.

SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY  
LAW DIVISION

DOCKET NO. MER-L-000102-19

#### **LEGAL NOTICE**

**YOU MAY BE ENTITLED TO A REFUND IF YOU ARE A NEW JERSEY CITIZEN WHO RENTED A MOTOR VEHICLE FROM BUDGER RENT A CAR, RETURNED IT TO NEW JERSEY AND WHO WAS CHARGED A CLEANING FEE BETWEEN OCTOBER 9, 2012 AND [REDACTED]**

**WHAT IS THIS NOTICE ABOUT?** A lawsuit encaptioned Celestin v. Avis Budget Group, Inc., and Budget Rent A Car System, Inc., (“Budget”), Docket No. MER-L-102-19 was filed in the Superior Court of New Jersey, Mercer County on behalf of All New Jersey citizens between October 9, 2012 and the date of preliminary approval who have rented a motor vehicle in New Jersey with Budget Rent A Car and paid a Cleaning Fee between October 9, 2012 and [REDACTED]. The complaint alleges that Budget had a uniform policy of improperly charging New Jersey customers a Cleaning Fee which was not adequately disclosed in its rental agreement. Budget denies any wrongdoing and denies the claims and allegations asserted by Plaintiffs and maintains that the Cleaning Fee it imposes was lawful. The parties nevertheless have agreed to settle the lawsuit.

**WHY SHOULD I READ THIS NOTICE?** You may be a member of the Class. This is a class action lawsuit that the parties have proposed to settle. If the proposed settlement is approved by

the Court, your legal rights may be affected. This notice describes what the lawsuit is about, explains the terms of the proposed settlement, tells you who would be covered and what legal claims would be resolved by the settlement if the Court approves it, and explains how individuals can obtain benefits under the settlement.

**AM I COVERED BY THIS CLASS ACTION LAWSUIT AND THE PROPOSED SETTLEMENT?** You can determine if you are a Class member by reviewing your receipts or credit card statements to see if you rented a motor vehicle from Budget Rent A Car, returned the motor vehicle to a New Jersey facility and were charged a Cleaning Fee between October 9, 2012 and the present, you are a Class member. If you have any questions regarding whether you are a Class member, you can contact the Settlement Administrator at [REDACTED] or send an e-mail to the Settlement Administrator at [REDACTED].

**WHAT ARE THE TERMS OF THE SETTLEMENT?** Budget has agreed to create a \$125,000 Settlement Fund whereby for each class member who submits a claim, Budget will provide a \$250 refund from the Fund. Should the number of Class members' claims exceed the amount of the Settlement Fund, Class members' claims will be pro rata reduced. Budget has also agreed to pay up to \$275,000 to Class counsel in attorney's fees and litigation expenses, separate and apart from the Settlement Fund, subject to court approval. Any attorney's fees and litigation costs awarded will be paid separately by Budget and such fees and expenses will not come out of your refund or the refunds paid to the other class members. The proposed settlement is intended to settle all claims against Budget that arise in any way from the Defendants' conduct in charging cleaning fees which are the subject of this lawsuit. By participating in this Settlement, each Class member is releasing all such claims.

The foregoing is a summary of the basic settlement terms. The full settlement is set forth in a Settlement Agreement that can be obtained by contacting Class Counsel as set forth under the heading below "HOW DO I GET MORE INFORMATION?"

**WHAT ARE MY RIGHTS?** If you are a member of the Class and wish to participate in the settlement, you need to complete and submit a claim form on or before [REDACTED].

If you are a member of the Class and you do NOT want to remain part of the Class, you must exclude yourself ("opt-out"). To opt-out, you must mail a written request, postage pre-paid, to: Angeion at the address set forth below: Class counsel at DeNittis Osefchen Prince, P.C., 525 Route 73 North, Suite 410, Marlton, NJ 08053 and Defendants' Counsel, Jason E. Hazelwood, Esq., Reed Smith, L.P., Reed Smith Centre, 225 Fifth Avenue, Suite 1200, Pittsburgh, PA 15222. The request must be post-marked on or before [REDACTED], and contain: the name of the lawsuit; your full name, current address and phone number; your signature; and a specific statement of your intention to exclude yourself from the Settlement Class and any judgment entered pursuant to the proposed Settlement. If you do not opt-out as instructed above, you will be automatically included and bound by any determination of the Court, whether favorable or not, and any claim of yours will be ended by judgment.

You may also file a motion with the Court for permission to intervene in this lawsuit if you wish. You do not have to intervene. If you do not intervene in this case or exclude yourself from the class, your interests will be represented by Class counsel.

You may object to the proposed settlement if you wish. Any objection to the settlement must be sent to the addresses listed above and postmarked no later than [REDACTED]. Any objection should contain the name of this lawsuit; your full name, current address and telephone number; your signature; proof of your membership in the Class; and the specific reason(s) for your objection.

On **Monday**, [REDACTED], at [REDACTED], the Superior Court of New Jersey, Law Division, Mercer County, the **Honorable Douglas H. Hurd, J.S.C.**, Mercer County Civil Courthouse, **Courtroom [REDACTED]**, will hold a public hearing to determine whether the proposed settlement is fair, adequate, and reasonable and should be approved. Class members who support the proposed settlement do not need to appear at the hearing or take any other action to indicate their approval. Class members who object to the proposed settlement are not required to attend the settlement hearing. If you want to be heard orally in opposition to the settlement, either personally or through counsel, you must indicate your intention to appear at the hearing in your written objection.

**HOW DO I GET MORE INFORMATION?** Further information about the settlement can be obtained by contacting Class counsel at 856-797-9951, or emailing Class counsel at [sdenittis@denittislaw.com](mailto:sdenittis@denittislaw.com).

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT, DEFENDANT OR ANY OF THEIR AGENTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.**

Dated:

# Exhibit C



**DeNITTIS OSEFCHEN PRINCE, P.C.**  
**Stephen P. DeNittis, Esq. (031981997)**  
**Joseph A. Osefchen, Esq. (024751992)**  
**5 Greentree Centre**  
**525 Route 73 North, Suite 410**  
**Marlton, New Jersey 08053**  
**(856) 797-9951**  
**Attorneys for Plaintiff**

ANTHONY CELESTIN, on behalf of himself  
and all others similarly situated,

Plaintiff,

v.

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

Defendants.

SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY  
LAW DIVISION

DOCKET NO. MER-L-000102-19

**ORDER GRANTING PRELIMINARY, NON-BINDING APPROVAL TO PROPOSED  
CLASS ACTION SETTLEMENT, APPROVING FORM OF CLASS SETTLEMENT  
NOTICE AND NOTICE DISTRIBUTION PLAN, AND  
SCHEDULING A DATE FOR THE FORMAL PUBLIC FAIRNESS HEARING**

This matter having come before the Court upon an unopposed motion by Plaintiffs under N.J.C.R. 4:32-1, et seq. for preliminary, non-binding approval of a proposed class action settlement, Court approval of a proposed form of the Class Notice and Claim Form, and Court approval of the proposed plan of notice publication and setting a hearing date for the formal public fairness hearing on whether to grant final approval to the proposed class settlement, and the Court having considered the motion papers, and for good cause shown;

IT IS HEREBY ORDERED this \_\_\_\_ day of \_\_\_\_\_ 2021 as follows:

1. The Court grants preliminary, non-binding approval of the proposed class action settlement;

2. This matter shall preliminarily proceed as a class action with a Settlement Class defined as follows:

**All New Jersey citizens who, between October 9, 2012 and the date of preliminary approval, rented a motor vehicle from Budget Rent A Car, returned said vehicle to a New Jersey facility, and paid a Cleaning Fee.**

3. The Court preliminarily appoints Plaintiff Anthony Celestin as the named Class Representative and preliminarily appoints Stephen DeNittis, Esq. of DeNittis Osefchen Prince, P.C. as Class Counsel.

4. It is apparent from the file and presentation of counsel that the proposed Settlement Class meets the requirements of N.J. Court Rule 4:32-1, et seq. such that class notice should be provided.

5. The Court appoints RG2 Claims Administration, LLC as the Settlement Administrator.

6. The Court approves the content of the proposed Class Notice and Claim Form submitted by Counsel and the proposed manner of notice distribution set forth in the Settlement Agreement. The Court directs the Defendants to provide to the Settlement Administrator a list of any and all persons whom Defendants' records indicate may be class members and their last known addresses within 30 days of this Order. The Court further directs that within 30 days of this Order, the Class Notice and Claim Form shall be sent by first class mail by the Settlement Administrator to all persons whom Defendants' records indicate may be class members, at their last known address. In addition, within 30 days of this Order, the Settlement Administrator shall be responsible, for publishing the Class Card Notice for one week through a banner advertisement online.

7. Within 30 days of this order the Settlement Administrator shall create a Settlement Website [www.budgetcleaningfeesettlement.com](http://www.budgetcleaningfeesettlement.com) which will contain information describing the

settlement and will contain the following: Class Notice (Exhibit B of the Settlement Agreement); a Claim Form (Exhibit A of the Signed Settlement Agreement); Class Counsel's contact information; a copy of the Settlement Agreement; and a copy of Plaintiffs' complaint. The cost for the Settlement Website will be paid for from the Administrative Fee paid to RG2 from the Settlement Fund. The Class Notice and Claim Form will also be posted by Class Counsel in a prominent location on Class Counsel's website [www.denittislaw.com](http://www.denittislaw.com).

8. Any objections to the proposed Class Settlement, or requests for exclusion from the class, must be submitted to the Clerk, post-marked no later than twenty (20) days prior to the Fairness Hearing scheduled in this matter. Pursuant to N.J.C.R. 4:32-1, *et seq.*, a formal, public fairness hearing on whether to grant final, binding approval to the proposed class action settlement shall be held on \_\_\_\_\_, 2021 (suggested date any date after August 11, 2021) at the Superior Court of New Jersey, Mercer County, 175 South Broad Street, 3<sup>rd</sup> Floor, Trenton, NJ 08650 at \_\_\_\_\_.

9. Any memoranda of law or other documents in support of final approval of the proposed class settlement, copies of any objections or requests from exclusion that have been submitted to class counsel or defense counsel, and an affidavit attesting that class notice has been distributed in a manner consistent with this Order, must be submitted to the Court no later than 20 days prior to the hearing on final approval.

10. In the event that the proposed settlement as provided in the Settlement Agreement is not granted final approval by the Court, then the Settlement Agreement, and all drafts, negotiations, discussions and documentation related thereto and orders entered by the Court in connection therewith shall become null and void. In such event the Agreement and all negotiations and proceedings related thereto shall be withdrawn without prejudice to the rights of any and all

parties thereto, who shall be restored to their respective positions as of the date of the execution of the Agreement.

SO ORDERED:

\_\_\_\_\_  
, J.