

# Exhibit D

**Exhibit C to Bacon et al. v. ABG et al.  
Settlement Agreement  
(Long Form Notice)**

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT**

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

**If you are a U.S. resident who paid a Gas Service Option (“GSO”) and/or Roadside Protection (“RSP”) Charge in connection with renting from Payless in the U.S. from January 1, 2016 to November 25, 2023, you may be eligible for a payment from a class action Settlement.**

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

- A Settlement has been reached with Avis Budget Group, Inc. (“ABG”) and Payless Car Rental, Inc., (“Payless”) (collectively, the “Defendants”) in a class action lawsuit about the charges for GSO and/or RSP. The Settlement provides an opportunity to be reimbursed for certain charges incurred when renting a vehicle from Payless.
- You are included in this Settlement as a Class Member if you are a U.S. or Canada resident who (1) rented from Payless in the U.S. from January 1, 2016 to November 25, 2023 (“Class Period”), and (2) in connection with that rental, paid Payless for GSO and/or RSP.
- **Your rights are affected whether you act or don’t act. Please read this Notice carefully.**

<b>SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>		<b>DEADLINE</b>
<b>EXCLUDE YOURSELF</b>	If you exclude yourself from the Settlement, you will not receive a Settlement Payment under the Settlement. Excluding yourself is the only option that allows you to sue, continue to sue, or be part of another lawsuit against the Defendants related to the legal claims this Settlement resolves. You will also cease receiving notice about this case.	<b>[Deadline Date]</b>
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND A HEARING</b>	If you do not exclude yourself from the Settlement, you may object to it by writing to the Court about why you don’t like the Settlement and think it should not be approved.. You may object to the Settlement and ask the Court for permission to speak at the Final Approval Hearing about your objection.	<b>[Deadline Date]</b>
<b>Do NOTHING</b>	You will receive a Settlement Payment under the Settlement. You will also give up your right to object to the Settlement and you will give up the right to sue, continue to sue, or be part of another lawsuit against the Defendants about the legal claims resolved by this Settlement.	<b>No Deadline</b>

- These rights and options—and **the deadlines to exercise them**—are explained in this Notice.

- The Court in charge of this case still has to decide whether to approve the Settlement.

**WHAT THIS NOTICE CONTAINS**

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**BASIC INFORMATION****1. Why was this Notice issued?**

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

The Honorable Madeline Cox Arleo of the United States District Court for the District of New Jersey is overseeing this class action. The case is known as *Bacon et al. v. Avis Budget Group, Inc. et al.*, Case No. 2:16-cv-05939-MCA-KM (D.N.J.). The individuals who filed this lawsuit are called the “Plaintiffs” or “Class Representatives” and the companies that were sued, Avis Budget Group, Inc. and Payless Car Rental, Inc., are called the “Defendants.”

**2. What is this lawsuit about?**

This lawsuit is about certain fees associated with the GSO and/or RSP ancillary products sold by Payless. Plaintiffs allege that the Defendants violated the New Jersey Consumer Fraud Act by charging for GSO/RSP to customers who declined those products; and caused unjust enrichment in the Defendants’ favor. Defendants deny all the allegations in the litigation and believe that the claims asserted against them are without merit.

**3. What is a class action?**

In a class action, Plaintiffs or Class Representatives (in this case see above) sue on behalf of other people with similar claims. Together, the people included in the class action are called a Class or Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class.

**4. Why is there a Settlement?**

All parties have agreed to a Settlement to avoid further cost and risk of a trial, and so that the people affected can begin getting benefits in exchange for releasing Defendants from liability for the claims that were raised or could have been raised in the case. The Court did not decide in favor of Plaintiffs or Defendants. The Class Representatives and their attorneys think the Settlement is best for all Class Members.

## WHO IS IN THE SETTLEMENT

### 5. Who is in the Settlement?

The Class includes all U.S. and Canada residents who (1) rented from Payless in the U.S. during the “Class Period” and, (2) in connection with that rental, paid Payless for GSO and/or RSP Charges.

“GSO Charges” means the cost for GSO incurred by a Payless customer in connection with that customer’s rental only during the Class Period.

“RSP Charges” means the cost for RSP incurred by a Payless customer in connection with that customer’s rental only during the Class Period.

The “Class Period” means January 1, 2016 through November 25, 2023.

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

Yes. Excluded from the Class are the following categories of customers: (1) Persons who were employed by the Defendants at any time from January 1, 2016 through the present; (2) legal representatives of the Defendants; and (3) judges who have presided over this case and their immediate families.

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

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

Payless will pay nineteen million dollars (\$19,000,000) (the “Gross Settlement Amount”) for all payments made in this settlement, administration costs (including the costs of implementing and effectuating class notice and claim payments), attorneys’ fees and attorney’s costs/expenses of litigation, any service award to Plaintiffs, all as explicitly set forth in the Settlement Agreement and subject to court approval. In no event shall Payless be obligated to pay more than the Gross Settlement Amount.

### 8. How much will my payment be?

You may be entitled to reimbursement for some or all of your past out-of-pocket expenses incurred for GSO and RSP. Class Members with GSO charges may receive up to \$20 per rental, and Class Members with RSP charges may receive up to \$12 per rental. If you are a Class Member, you will automatically receive your reimbursement. You may opt to receive your payment electronically via Venmo, Zelle, or e-check by following these steps:

1. Visit the Settlement website [www.settlement.com](http://www.settlement.com).
2. Click the “Payment Election” tab.
3. Login using your unique Class Member ID [Class Member ID]
4. Follow the prompts on the following screens to select your payment method of choice.

If you do not elect a payment type, payment will be made to you by digital payment or check as determined by the Settlement Administrator. If you do not want your information exposed to Zelle, you should make another election as set forth above.

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

Unless you exclude yourself from the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants about any of the legal claims this Settlement resolves. The “Class Released Claims” section in the Settlement Agreement describes the legal claims that you release if you remain in the Class. The Settlement Agreement can be found at [Website URL].

**10. When will I get my payment?**

If the Court approves the Settlement, payments will be issued after the Court’s Final Approval hearing scheduled for \_\_\_\_\_, 2025, and all appeals, if any, are resolved.

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

**THE LAWYERS REPRESENTING YOU****11. Do I have a lawyer in the case?**

Yes. The Court has appointed the law firm of Nagel Rice, LLP to represent you and the Class. These attorneys are called Class Counsel.

**12. Should I get my own lawyer?**

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

**13. How will the lawyers be paid?**

Class Counsel will ask the Court for an award of attorneys’ fees and costs in a total, all-inclusive amount of 26.316% of the Gross Settlement Amount not to exceed \$5,000,000.00 for all attorneys’ fees and costs. The parties have also agreed that Class Counsel may apply for service payments to the Class Representatives in the amount of \$5,000 if awarded by the Court. The Court may award less than these amounts.

**EXCLUDING YOURSELF FROM THE SETTLEMENT****14. How do I opt out of the Settlement?**

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

To opt out of the Settlement, you must submit a written request by mail. Your request to opt out must include: (1) your name; (2) your current address; (3) a statement that you are a Class Member, and you wish to opt out of the Settlement in *Bacon et al. v. Avis Budget Group, Inc. et al.*, Case No. 2:16-cv-05939-MCA-KM (D.N.J.); and (4) your signature. Your request to opt out must be mailed to the Settlement Administrator so it is **postmarked no later than [Deadline Date]**:

**Bacon v. Avis Budget Group, Inc.**  
**c/o Kroll Settlement Administration**  
**PO Box 225391**  
**New York, NY 10150-5391**

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

### COMMENTING ON OR OBJECTING TO THE SETTLEMENT

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

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

Your written objection must include: (i) the case name and number: *Bacon et al. v. Avis Budget Group, Inc. et al.*, Case No. 2:16-cv-05939-MCA-KM (D.N.J.); (ii) your name and address and the name and address of any lawyer representing you; (iii) attach documents sufficient to establish your membership in the Class; (iv) submit the factual and legal basis of each objection; (v) provide the names and addresses of any and all witnesses in support of the objection; (vi) the identification of any other objections the Settlement Class Member has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; (vii) the objector’s actual wet signature; and (viii) state whether you intend to appear at the Final Approval Hearing in person or through counsel.

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

Court	Settlement Administrator	Defendants’ Counsel
Clerk of the Court Martin Luther King Building & U.S. Courthouse 50 Walnut Street Newark, NJ 07102	Bacon v. Avis Budget Group, Inc. c/o Kroll Settlement Administration PO Box 225391 New York, NY 10150-5391	Jason E. Hazlewood <b>Reed Smith LLP</b> 225 Fifth Avenue Suite 1200 Pittsburgh, PA 15222
Class Counsel		
Greg M. Kohn David J Disabato Lisa Considine <b>Nagel Rice, LLP</b> 103 Eisenhower Parkway Roseland, NJ 07068		

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



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

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

**THE COURT'S FINAL APPROVAL HEARING****17. When is the Court's Final Approval Hearing?**

The Court will hold a Final Approval Hearing at [Time] ET on [Date], in Courtroom 300C located at Martin Luther King Building & U.S. Courthouse, 50 Walnut Street, Newark, NJ 07102. At the Final Approval Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. It will also consider whether to approve Class Counsel's request for an award of attorneys' fees and costs, as well as the Class Representatives' service award. If there are objections, the Court will consider them. Judge Cox Arleo will listen to people who have asked to speak at the hearing (*see* Question 15 above). After the hearing, the Court will decide whether to approve the Settlement.

The date or time of the Final Approval Hearing may change. Be sure to check the Settlement Website, [Website URL], for any updates.

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

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

**IF I DO NOTHING****19. What happens if I do nothing at all?**

If you are a Class Member and you do nothing, you will receive a Settlement Payment under the Settlement. You will also give up the rights explained in Question 9, including your right to start a lawsuit, continue a lawsuit, or be part of any other lawsuit against Defendants and the Released Parties about the legal issues resolved by this Settlement.

**GETTING MORE INFORMATION****20. How do I get more information?**

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

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

Email: [Email Address]

Toll-Free: 1 -XXX-XXX-XXXX

Mail: Bacon v. Avis Budget Group, Inc., c/o Kroll Settlement Administration, PO Box 225391, New York, NY 10150-5391

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