

# Exhibit G

**Exhibit B to Bacon et al. v. ABG et al.  
Settlement Agreement  
(Final Approval Order)**

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

ABIGAIL BACON, ARCADIA LEE, JEANNINE	:	Civil Action No.: 2:16-cv-05939-MCA-KM
DEVRIES, LISA GEARY, RICHARD	:	
ALEXANDER, AND GEORGE DAVIDSON,	:	
Individually and on Behalf	:	
of All Others Similarly Situated,	:	
	:	<b>FINAL APPROVAL ORDER AND</b>
	:	<b>JUDGMENT</b>
<i>Plaintiff,</i>	:	
	:	
v.	:	
	:	
AVIS BUDGET GROUP, INC. and PAYLESS	:	
CAR RENTAL, INC.,	:	
	:	
<i>Defendants.</i>	:	

THIS MATTER having been presented to the Court by Nagel Rice, LLP (“Class Counsel”), as counsel for Plaintiffs Abigail Bacon, Arcadia Lee, Jeannine Devries, Lisa Geary, Richard Alexander, Yvonne Wheeler, and George Davidson (“Class Representatives”), along with Reed Smith, LLP, as counsel for Avis Budget Group, Inc. (“ABG”), and Payless Car Rental, Inc. (“Payless”) (ABG and Payless together herein referred to as “Defendants”) by way of a Motion for Final Approval of the proposed Settlement Agreement (the “Settlement Agreement” or “Agreement”) of the above-captioned lawsuit (the “Action”). All of the parties identified above are collectively referred to as the “Parties.”

WHEREAS, the Court finds that it has jurisdiction over this action, Class Members, and the Parties under 28 U.S.C. § 1332 and that venue is proper in this district; and

WHEREAS, the Parties have submitted the Settlement Agreement dated \_\_\_\_ \_\_, 2025, together with numerous exhibits and proposed orders, to the Court;

WHEREAS, the Court finds that the Settlement Agreement was entered into at arms’ length by experienced counsel and after multiple mediation sessions and extensive negotiations and the Settlement Agreement is not the result of collusion; and

WHEREAS, the Court granted Plaintiffs Motion for Preliminary Approval of the Settlement Agreement on \_\_\_\_\_, 2025, and conditionally certified the Class solely for purposes of settlement; and

WHEREAS, pursuant to the Settlement Agreement and the Court’s Preliminary Approval Order, a class list was compiled from Payless’s GSO/RSP records. Such potential Class Members were thereafter provided with notice and an opportunity to object to the Settlement Agreement or opt-out of the Class; and

WHEREAS, the Court conducted a Final Approval Hearing on \_\_\_\_\_ to determine whether the proposed Settlement Agreement is fair, reasonable, and adequate, and whether the Settlement Agreement should be approved in final by this Court; and

WHEREAS, [ ] objections were filed with respect to the proposed Settlement Agreement and/or Motion for Fees and Costs; and at the Final Approval Hearing, Class Counsel appeared for the Class, Reed Smith, LLP appeared for Defendants; and [ ] Class Members appeared at the Final Approval Hearing to contest the Settlement Agreement; and

WHEREAS, the Court has fully considered the record of these proceedings, the representations, argument, and recommendation of counsel, and the requirements of law; and good cause appearing,

IT IS THIS \_\_\_\_ day of \_\_\_\_\_, 2025, ORDERED, DECREED, and ADJUDGED as follows:

1. **Definitions.** Unless otherwise provided herein, the Court adopts and incorporates the definitions of all capitalized terms in the Settlement Agreement and those defined terms shall have the same meaning in this Order.

2. **Approval of the Class.** This Court finally certifies the following Class pursuant to Fed. R. Civ. P. 23(a) and (b)(3):

All U.S. and Canada residents who (1) rented a Payless vehicle in the U.S. during the Class Period and, (2) in connection with that rental, paid Payless for GSO and/or RSP.

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.

“Class Period” means January 1, 2016 through November 25, 2023. The Court finds that the Class meets all the applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, affirms certification of the Class, and approves the Settlement Agreement as being fair, just, reasonable, and adequate. Specifically, the Court finds and concludes: (a) Pursuant to Fed. R. Civ. P. 23(a)(1), that Class Members are so numerous as to make joinder of all members impracticable; (b) Pursuant to Fed. R. Civ. P. 23(a)(2) there are questions of law or fact common to members of the proposed Class; (c) Pursuant to Fed. R. Civ. P. 23(a)(3) the claims of the Plaintiff are typical of the claims of the Class Members he seeks to represent; (d) Pursuant to Fed. R. Civ. P. 23(a)(4), Plaintiff and Class Counsel will fairly and adequately protect the interests of all members of the Class they seek to represent and the interests of Plaintiff are not antagonistic to those of the Class; (e) Pursuant to Fed. R. Civ. P. 23(b)(3) questions of law or fact common to the proposed settlement Class Members predominate over any questions affecting only individual

members; and (f) Pursuant to Fed. R. Civ. P. 23(b)(3), a class action is superior to other available methods for the fair and efficient adjudication of the Action.

3. **Approval of Class Representatives.** Based upon the Court's familiarity with the claims and parties, the Court finds that the Plaintiffs adequately have represented and represents the interests of the Class, and the Court hereby confirms their appointment as Class Representatives.

4. **Approval of Class Counsel.** The Court finds that Class Counsel have fairly and adequately represented and represent the interests of Plaintiffs and the Class and hereby confirms them as Class Counsel pursuant to Fed. R. Civ. P. 23(g).

5. **Approval of Settlement Agreement.** The Court finds, upon review of the Settlement Agreement and consideration of the factors enunciated in *Girsh v. Jepsen*, 521 F.2d 153, 157 (3d Cir. 1975), *In re Baby Products Antitrust Litigation*, 708 F.3d 163 (3d Cir. 2013), and *In re Prudential Insurance Co. of America Sales Practices Litigation*, 148 F.3d 283 (3d Cir. 1998), that the Settlement Agreement and the proposed benefits to the Class are fair, reasonable and adequate. Accordingly, the terms of the Settlement Agreement, including all exhibits thereto, are approved in their entirety by the Court and incorporated into this Order as if expressly set forth and shall have the same force and effect of an Order of the Court. The Parties and their counsel are ordered to implement and to consummate the Settlement Agreement according to its terms and provisions. The releases set forth in the Settlement Agreement are incorporated by reference.

6. **Approval of Class Benefits.** The direct benefits available to Class Members, as described in the Settlement Agreement, are approved as fair, reasonable, and adequate to the Class, and the Settlement Administrator is directed to continue to administer the Settlement Agreement according to the terms of the Settlement Agreement.

7. **Adequacy of Notices.** The Court finds that due and adequate notice was provided pursuant to Rule 23 of the Federal Rules of Civil Procedure to all members of the Class, notifying the Class of, *inter alia*, the pendency of this action and the proposed Settlement Agreement. The notice program set forth in the Settlement Agreement and provided to the Class was the best notice practicable under the circumstances. The notice program as carried out pursuant to the terms of the Settlement Agreement fully complied in all respects with the requirements of Rule 23 and Constitutional requirements of due process.

8. **Distribution of Settlement.** The Court finds that the method for distributing the Settlement to the Class Members as set forth in Paragraph 2.5.4 of the Settlement Agreement to be fair and reasonable and directs payment to be distributed in accordance with those terms.

9. **CAFA Public Official Notification.** The Defendants have provided notification to all appropriate federal and state officials regarding the Settlement Agreement as required by the Class Action Fairness Act, 28 U.S.C. §1715.

10. **Opt-Out Settlement Class Members.** Attached hereto and incorporated herein as Exhibit \_ is a schedule of all Class Members who have timely and validly requested to be excluded from the Class and accordingly are not included in or bound by this Final Approval Order and Judgment. The Class Members who have filed a Request for Exclusion are not entitled to receive any direct benefits, as described in the Settlement Agreement.

11. **Objections.** The Court finds that the response of Class Members supports final approval of the Settlement Agreement and that the contentions of the ( ) objectors are without merit and are overruled.

**Binding.** The terms of this Final Approval Order and Judgment and the Settlement Agreement are binding on the Plaintiffs and all members of the Class who have not timely and validly opted-out and shall have *res judicator*, collateral estoppel, and all other preclusive effect on any and all claims for relief, causes of action, suits, petitions, demands in law or equity, or any allegations of liability, damage, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses which are based on or in any way related to any and all claims for relief, causes of actions, suits, petitions, demands in law or equity, or any allegations of liability, damages, debts, contracts, agreements, obligations, promises, attorneys' fees, costs, interests, or expenses which were or could have been asserted in the Action or any other claims under state or federal law, which arise from, are based on, or in any way are related to the ancillary products that are the subject of this Action.

13. **Dismissal With Prejudice.** The Consolidated Action, including any and all claims against Defendants, are dismissed on the merits and with prejudice.

14. **Release of Dismissed Claims.** The Release set forth in the Settlement Agreement is incorporated by reference and provides, inter alia, that for and in consideration of the benefits and mutual promises contained in the Settlement Agreement, the Class-Related Releasing Parties release the Class-Related Released Parties of all Class Released Claims which means all claims (including without limitation, claims for attorneys' fees and costs), causes

of action, actions, or suits, by or on behalf of any Class Member, whether arising by statute, law or in equity, under the law of any jurisdiction, which were or could have been asserted in the Action, whether liquidated or unliquidated, known or unknown, in law, equity, arbitration, or otherwise, whether or not concealed or hidden, that in any way relate to, in whole or in part, or arise out of, any of the allegations, defenses, claims, motions and/or theories raised in or that could have been raised in the Action.

15. **Bar Order.** Upon the Effective Date, Plaintiffs, Class Members and all other Class-Related Releasing Parties, except for those who have timely excluded themselves from the Class (as identified on Exhibit \_\_\_\_\_ hereto), are forever barred and enjoined from commencing, instituting or continuing to prosecute any action or any proceeding in any court of law or equity, arbitration tribunal, administrative forum, or other forum of any kind (whether within the United States or not) asserting any of the Class Released Claims (including unknown claims) against any of the Class-Related Released Parties.

16. **Class Counsel's Award.** Upon review of the Settlement Agreement and Class Counsel's request for an award of Fees and Costs, the Court finds that the fee requested is reasonable and the award of attorneys' fees in this class action settlement is appropriate and Class Counsel's motion will be granted. Class Counsel is hereby awarded reasonable fees and costs in the amount of \$\_\_\_\_\_, which includes costs in the amount of \$\_\_\_\_\_. These amounts shall be paid and distributed in accordance with the Settlement Agreement.

17. **Class Representatives' Service Award.** The Class Representatives are hereby awarded a service award in the amount of \$\_\_\_\_\_ each. This service award shall be paid and distributed in accordance with the Settlement Agreement.

18. **Ongoing Jurisdiction.** Without affecting the finality of this Final Approval Order and Judgment, the Court shall retain continuing exclusive jurisdiction over this Action, the Parties and the Class, and the administration and enforcement of the Settlement Agreement, the Fee and Cost Award and the Service Award. Any disputes or controversies arising with respect to the enforcement or implementation of the Settlement Agreement shall be presented by motion to this Court.

19. In the event the Settlement Agreement does not become effective according to the terms of the Settlement Agreement, this Final Approval Order and Judgment shall be rendered void as provided by the Settlement Agreement, shall be vacated and all orders entered and claims released in connection herewith shall be void to the extent provided by and in accordance with the Settlement Agreement.

20. **No Admission.** Neither this Order nor the Settlement Agreement nor any other settlement-related document nor anything contained herein or therein or contemplated hereby or thereby nor any proceedings undertaken in accordance with the terms set forth in the Settlement Agreement or herein or in any other settlement-related document, shall constitute, be construed as or be deemed to be evidence of, or an admission or concession by the Defendants as to, the validity of any claim that has been or could have been asserted against any or all of them or as to any liability of any or all of them as to any matter set forth in this Order, or as to the propriety of class certification for any purposes other than for purposes of the Settlement Agreement.

21. **There being no just reason for delay, the Clerk of Court is ordered to immediately enter this Final Approval Order and Judgment forthwith.**

Dated: \_\_\_\_\_

\_\_\_\_\_  
Hon. Madeline Cox Arleo, U.S.D.J.