

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of Earliest Event Reported): May 26, 2026

Avis Budget Group, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other jurisdiction
of incorporation)

001-10308
(Commission
File Number)

06-0918165
(I.R.S. Employer
Identification No.)

**379 Interpace Parkway
Parsippany, NJ**
(Address of Principal Executive Offices)

07054
(Zip Code)

(973) 496-4700
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value \$0.01	CAR	The Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On May 26, 2026, Avis Budget Group, Inc. (the “Company”) appointed Tina Goldenberg to the position of Vice President and Chief Accounting Officer of the Company, effective June 15, 2026. Cathleen DeGenova, who is retiring, will continue to serve as Senior Vice President and Chief Accounting Officer until June 14, 2026.

Ms. DeGenova will continue to advise the Company through April 1, 2027, to assist with the orderly transition of her duties to Ms. Goldenberg. The Company thanks Ms. DeGenova for her 13 years of dedicated exemplary service to the Company and its shareholders.

Ms. Goldenberg, age 42, has been a Senior Director of the Company overseeing Accounting for the Company’s Americas region since March 2020. Ms. Goldenberg previously held the title of Senior Director, Financial Reporting & Technical Accounting from August 2019, and held roles of increasing responsibility within Internal Reporting from March 2013, when she joined the Company. Prior to joining the Company, Ms. Goldenberg was an accountant with Deloitte. Ms. Goldenberg is a Certified Public Accountant.

Pursuant to Ms. Goldenberg’s offer letter, dated May 26, 2026 (the “Offer Letter”), Ms. Goldenberg will receive an annual base salary of \$270,000, will be eligible to earn an annual incentive award at a target rate of 45% of base salary, subject to attainment of applicable performance goals, and will continue to be eligible to participate in the Company’s annual long-term incentive program.

The Offer Letter is attached hereto as Exhibit 10.1 and incorporated herein by reference. The foregoing description of the Offer Letter does not purport to be complete and is qualified in its entirety by reference to the full text of the Offer Letter.

Item 9.01 Financial Statements and Exhibits.

The following exhibits are filed as part of this report:

Exhibit No.	Description
10.1	Offer Letter dated May 26, 2026 between Tina Goldenberg and Avis Budget Group, Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

AVIS BUDGET GROUP, INC.

By: /s/ Jean M. Sera
Name: Jean M. Sera
Title: Senior Vice President, General Counsel, Chief
Compliance Officer and Corporate Secretary

Date: May 29, 2026



May 26, 2026

Tina Goldenberg

Dear Tina,

I am pleased to confirm your promotion to Vice President & Chief Accounting Officer with Avis Budget Car Rental, LLC (the "Company"), effective June 15, 2026, based at the Company's headquarters located in Parsippany, New Jersey. In connection with your promotion, you will also serve as Chief Accounting Officer of Avis Budget Group, Inc. This offer and your employment relationship will be subject to the terms and conditions of this letter as well as the Company's Code of Conduct and other policies, procedures, plans and agreements applicable to your role.

Your salary on an annualized basis will be \$270,000 (USD) and paid on a bi-weekly basis. This position is an exempt position, which means you are paid for the job and not by the hour. Accordingly, you will not receive overtime pay. Your salary is intended to compensate you for all hours worked. Your work hours may vary from week to week depending on the Company's needs.

You are eligible to participate in the Company Incentive Plan specific to your role, which currently provides for a target incentive of 45% of your eligible salary, as applicable within the plan guidelines. A copy of the plan will be provided. The actual payout will be determined by our financial performance as well as your individual performance and will be governed by the terms of the plan. Payout timing is typically in the first quarter of the following year and will be pro-rated based on your length of service within the plan year. Because the plan's objective is to attract and retain employees, you must be actively at work on the payout day in order to be eligible for payment.

You will continue to be eligible to participate in the Company's Long-Term Incentive Plan (LTIP), at a level consistent with other employees in comparable positions. All awards are subject to approval by the Compensation Committee of Avis Budget Group's Board of Directors and generally take place annually in the first quarter of the year. Award values may vary from year to year, are subject to change without notice and are generally contingent upon such criteria as individual performance, scope of responsibility and Company financial performance. Awards may be subject to your execution of a restrictive covenant, including provisions on non-competition, non-solicitation of employees and customers and confidentiality.

You will continue to be eligible for health and welfare benefits commensurate with your level, and you are eligible to participate in the 401K plan subject to the terms and conditions of the plan. The terms of the health and welfare benefits and 401K plan are subject to change at the Company's sole discretion. In addition, you will be eligible to participate in the Company's vehicle lease, flexible time off, and deferred compensation programs, and you will be covered by the Executive Severance policy. Details of these employee benefits will be provided.



Avis Budget Group, Inc. 379 Interpace Pkwy, Parsippany, New Jersey 07054



This offer of employment is contingent upon your signing, and complying with, a Confidentiality and Intellectual Property Agreement, in the form to be provided to you by the Company as a separate attachment. This agreement must be signed and dated by you as part of the offer acceptance process.

This letter is not intended nor should it be considered as an employment contract for a definite or indefinite period of time. Employment with the Company is at will, meaning either you or the Company may terminate employment at any time, with or without cause or prior notice; provided, however, that you agree to provide no less than forty-five (45) days' prior notice of your intent to voluntarily resign from employment. Such notice shall include your last day of employment and be delivered in writing to your manager. The Company may, in its sole discretion, elect to waive all or part of the notice period and accelerate your separation date. In addition, by agreeing to this letter, you acknowledge that this letter sets forth the entire agreement between you and the Company, regarding your employment with the Company, and fully supersedes any prior agreements or understandings, whether written or oral, except for the Terms and Conditions, that you expressly agreed to, which includes, amongst other promises, a Jury Trial Waiver, and any applicable Confidentiality, Intellectual Property or Mutual Arbitration Agreement you entered into as a condition of your employment with the Company.

Tina, congratulations on your new role. Should you have any questions or concerns regarding your employment, or if there is anything further I can do to assist you, please do not hesitate to contact me.

Best Regards,

/s/ Ned Linnen
Ned Linnen

EVP & Chief HR Officer
Avis Budget Group

Understood and accepted:

/s/ Tina Goldenberg 27-May-2026
Tina Goldenberg Date

Enclosures

cc: D. Cunha / D. Calabria / J. Sera / B. Choi

