

Electronically Received 04/29/2024 12:47 PM

MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
Mikael H. Stahle (SBN 182599)
1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901
mmatern@maternlawgroup.com
mstahle@maternlawgroup.com

Attorneys for Plaintiff
MICHAEL NISTICO, individually, and
on behalf of all others similarly situated

LAW OFFICES OF STEPHEN J. KEPLER
Stephen J. Kepler (Bar No. 155451)
28241 Crown Valley Parkway, Suite F
Laguna Niguel, CA 92677
Telephone: (949) 636-0701
E-mail: skepler@kepler-law.com

Attorneys for Defendant
ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

MICHAEL NISTICO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

ENTERPRISE RENT-A-CAR
COMPANY OF LOS ANGELES, LLC, a
California limited liability company; and
DOES 1 through 50, Inclusive,

Defendants.

) Case No. 22STCV05531

) ASSIGNED FOR ALL PURPOSES TO
) Judge Laura A. Seigle, Department 17

) **[REVISED PROPOSED] ORDER**
) **GRANTING APPROVAL OF PAGA**
) **SETTLEMENT; JUDGMENT**
) **THEREON**

FILED
Superior Court of California
County of Los Angeles

04/30/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Mata Deputy

1 This matter came on for hearing on April 29, 2024, at 10:00 a.m. in Department 17
2 of the above-captioned Court, on a Motion for an Order Granting Approval of a PAGA
3 Settlement.

4 The Court having considered the Settlement Agreement Regarding PAGA Claims
5 (the "Settlement" or "Settlement Agreement"), having conducted a hearing regarding
6 whether the Settlement should be granted approval, having considered the pleadings filed
7 by the respective parties; and good cause appearing therefor:

8 HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

9 (a) The following definitions, as provided in the Settlement, shall apply herein:

10 A. "Alleged Violations" shall mean Defendant's alleged violations of Labor
11 Code Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 220, 221, 222,
12 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 350-351, 432, 500, 510, 511, 512,
13 558, 558.1, 1102.5, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1,
14 1198, 1198.5, 1199, 1401, 1402, 1403, 1404, 2802, 2810 and 2810.3, committed against
15 the Settlement Members during the PAGA Period, all of which violations were alleged in
16 Plaintiff's Notice Letters to the LWDA.

17 B. "Defendant" shall mean Enterprise Rent-a-Car Company of Los Angeles,
18 LLC.

19 C. "Effective Date" means the date by which this Settlement is finally
20 approved as provided herein and the Court's Judgment becomes final. For purposes of
21 the meaning of "Effective Date," the Court's Judgment becomes final upon the later of:
22 (a) the date of final affirmance on appeal of the Judgment, the expiration of the time for a
23 petition to review the Judgment, and, if review is granted, the date of final affirmance of
24 the Judgment following review; (b) the date of final dismissal of any appeal from the
25 Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no
26 appeal is filed, the expiration date for filing any appeal from the Judgment.

27 Notwithstanding the foregoing, if no objections to the Settlement are filed or submitted,
28 the Effective Date shall be the date which is 65 days after the date that the Court's

Judgment is entered. The releases contained herein will not be effective until Defendant has made full payment in accordance herewith.

D. “Individual Settlement Payment” refers to each Settlement Member’s pro rata share of the PAGA Fund.

E. “LWDA” refers to the California Labor & Workforce Development Agency.

F. “Maximum Settlement Amount” refers to the Court-approved amount that Defendant shall have to pay in connection with this Settlement, which shall be inclusive of all Individual Settlement Payments to Settlement Members, Plaintiff’s Counsel Payment, Settlement Administration Costs, and the PAGA payment to the LWDA. The Maximum Settlement Amount shall not exceed Nine Hundred and Sixty-Four Thousand, Six Hundred and Forty-Nine Dollars and Seventy-Three Cents (\$964,649.73).

G. “Notice” refers to the Notice of PAGA Settlement, substantially in the form attached hereto as Exhibit “A,” which the Settlement Administrator shall mail to each Settlement Member explaining the terms of the Settlement.

H. “PAGA” refers to the Private Attorneys General Act of 2004, California Labor Code Sections 2699 *et seq.*

I. “PAGA Fund” refers to the Maximum Settlement Amount, less Plaintiff’s Counsel Payment and the Settlement Administration Costs.

J. “PAGA Period” shall mean June 17, 2021 through April 29, 2024.

K. “Plaintiff” refers to plaintiff Michael Nistico individually and in his capacity as a representative of the State of California on behalf of other aggrieved employees.

L. “Plaintiff’s Counsel” shall mean Matthew J. Matern and Mikael H. Stahle of Matern Law Group, PC.

M. “Plaintiff’s Counsel Payment” refers to Court-approved payment of attorneys’ fees to Plaintiff’s Counsel (not to exceed 33⅓ percent of the Maximum

Settlement Amount), and Plaintiff's Counsel's expenses and costs reasonably incurred in connection with this Action, as approved by the Court.

N. "Plaintiff's Notice Letters to the LWDA" refers to the letters dated 8/10/21, 6/7/22 and 1/31/23, all of which are attached as Exhibit "A" to the parties' Settlement Agreement.

O. "Released Claims" shall mean any and all claims under PAGA on behalf of any Settlement Member, related to the Alleged Violations, all of which were alleged in Plaintiff's Notice Letters to the LWDA.

P. "Released Parties" shall mean Defendant and all of its past and present parents, subsidiaries, affiliated and/or related corporations, predecessors, successors, and assigns, including each of their officers, directors, members, shareholders, managing agents, representatives, consultants, attorneys, insurers and divisions, whether previously or hereinafter affiliated in any manner. Released Parties specifically include without limitation Enterprise Holdings, Inc., which is an intended third party beneficiary of this Agreement.

Q. "Settlement Administrator" refers to CPT Group, Inc., located at Steuart Tower, 50 Corporate Park, Irvine, CA 92606, the qualified, third-party settlement administrator agreed to by the Parties to administer the terms of the Settlement.

R. "Settlement Administration Costs" means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing, and re-mailing (if necessary) of the Notice to Settlement Members; (ii) preparing and submitting to Settlement Members and the LWDA all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, Plaintiff's Counsel Payment, and the PAGA payment to the LWDA; (iv) any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, and (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code.

1 S. “Settlement Members” refers to all persons employed by Defendant as
2 employees in California during the PAGA Period.

3 T. “Settlement Packet” means the Notice and Individual Settlement Payment
4 to be sent to each Settlement Member by the Settlement Administrator.

5 (b) The Court hereby grants Approval of the Settlement as fair, reasonable and
6 adequate in all respects, determines that the Settlement was made in good faith and in the
7 best interests of the parties, and orders the parties to consummate the Settlement in
8 accordance with the terms of the Settlement.

9 (c) Neither this Final Judgment nor the Settlement shall constitute an
10 admission by Defendants of any liability or wrongdoing whatsoever, nor is this Final
11 Judgment a finding of the validity or invalidity of any claims in the action or a finding of
12 wrongdoing by Defendants herein.

13 (d) Plaintiff seeks recovery under PAGA, based on the Alleged Violations,
14 committed against the Settlement Members during the PAGA Period. Judgment is
15 hereby entered against Defendant in the amount of Nine Hundred and Sixty-Four
16 Thousand, Six Hundred and Forty-Nine Dollars and Seventy-Three Cents (\$964,649.73),
17 representing recovery under PAGA, arising from the Alleged Violations.

18 (e) The Court orders that within twenty-one (21) days after the Effective Date,
19 Defendant shall deposit the Maximum Settlement Amount with the Settlement
20 Administrator.

21 (f) The Court finds that attorneys’ fees in the amount of Three Hundred and
22 Twenty-One Thousand, Five Hundred and Forty-Nine Dollars and Ninety-One Cents
23 (\$321,549.91) and litigation costs of Ten Thousand Dollars and Zero Cents (\$10,000.00)
24 for Plaintiff’s Counsel are fair, reasonable and adequate, and orders that the Settlement
25 Administrator distribute these payments to Plaintiff’s Counsel in conformity with the
26 Settlement Agreement. The foregoing fees are reasonable in consideration of the benefit
27 obtained for the LWDA and aggrieved employees.

28 (g) The Court approves payment to the third-party settlement administrator in

1 the amount of Twenty-Seven Thousand Dollars and Zero Cents (\$27,000.00).

2 (h) In conformity with the Settlement Agreement, the Court orders that the
3 Settlement Administrator distribute the PAGA Fund and Settlement Packets as stated in
4 the Settlement Agreement.

5 (i) The Court decrees that the LWDA and Settlement Members have fully
6 released and forever discharged the Released Parties from the Released Claims. As a
7 result of this release, the Settlement Members are precluded from bringing a claim for
8 any of the Released Claims. Nothing herein releases any individual claim for wages that
9 might be possessed by any Settlement Member.

10 (j) Without affecting the finality of this Final Judgment in any way, the Court
11 reserves exclusive and continuing jurisdiction over the action and the parties pursuant to
12 Code of Civil Procedure section 664.6 for purposes of supervising the implementation,
13 enforcement, construction, administration and effectuation of the Settlement. The Parties
14 agree that the Court shall retain jurisdiction over the Parties, over the Released Claims (as
15 to Plaintiff individually and those of other aggrieved employees), and over this
16 Settlement for all enforcement purposes. Plaintiff shall file a Final Distribution Report on
17 or before October 31, 2024; a Non-Appearance Case Review regarding same is set for
18 November 5, 2024 at 8:30 a.m. in Department 17 of the Spring Street Courthouse.

19 (k) Plaintiff shall submit a copy of this Order and Judgment to the LWDA
20 within ten (10) calendar days of entry of this Order and Judgment.

21 (l) Except as set forth above, all of Plaintiff's claims are hereby dismissed with
22 prejudice.

23 **IT IS SO ORDERED.**

24
25 Dated: 04/30/2024



Laura Seigle

HONORABLE LAURA A. SEIGLE

Laura A. Seigle / Judge