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Attorneys for Plaintiff MARCELINO ORTUNO, Individually, and on behalf of other members of the
general public similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

MARCELINO ORTUNO, Individually, and
on behalf of other members of the general
public similarly situated

Plaintiffs,

v.

THE HERTZ CORPORATION, a Delaware
Corporation; DTG OPERATIONS, INC., an
Oklahoma Corporation; and DOES 1-10,
inclusive

Defendants

CASE NO. 37-2022-00006731-CU-OE-CTL

**PLAINTIFFS' NOTICE OF ERRATA
REGARDING THE LONG FORM
SETTLEMENT AGREEMENT IN
SUPPORT OF PRELIMINARY
APPROVAL**

Date: November 27, 2024

Dept.: C-70

Judge: Hon. Carolyn Caietti

1 TO ALL PARTIES HEREIN AND THEIR COUNSEL OF RECORD:

2 PLEASE TAKE NOTICE that the Long Form Settlement Agreement submitted in support of
3 Plaintiffs' Motion for Preliminary Approval was inadvertently un-signed by certain Parties in this
4 matter. (ROA#253; See **Exhibit A**-Declaration of Ryan T. Kuhn). A fully executed copy of the
5 agreement is being submitted to cure this oversight. The fully executed copy of the agreement is being
6 submitted concurrently with this Notice of Errata.

7 This will not impact any of the citations within the original Memorandum submitted in support
8 of the Motion, which is already on file.

9
10 Dated: November 27, 2024

SULLIVAN & YAECKEL LAW GROUP, APC

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13 _____
14 Eric K. Yaeckel
15 Ryan T. Kuhn
16 Attorneys for Plaintiff MARCELINO ORTUNO,
17 Individually, and on behalf of other members of the
18 general public similarly situated
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[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

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THE HERTZ CORPORATION, a Delaware
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Defendants.

CASE NO.: 37-2022-00006731-CU-OE-CTL
[Unlimited Jurisdiction]

*Assigned for all purposes to the
Honorable Carolyn Caietti, Dept. C-70*

**JOINT STIPULATION OF CLASS AND PAGA
ACTION SETTLEMENT AND RELEASE**

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Attorneys for The Hertz Corporation and DTG Operations,

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between Plaintiffs MARCELINO ORTUNO and ANUAR ROMO (“Plaintiffs”) and Defendants
3 THE HERTZ CORPORATION and DTG OPERATIONS, INC (collectively hereafter “Hertz.”)
4 The Agreement refers to Plaintiffs and Hertz collectively as “Parties,” or individually as “Party.”

5 **1. DEFINITIONS.**

6 1.1 “Action” means the Plaintiffs’ lawsuits alleging wage and hour violations and
7 claims pursuant to the Private Attorneys’ General Act (“PAGA”) on a class and collective action
8 basis against Hertz captioned (1) *Marcelino Ortuno v. The Hertz Corporation, et al.*, Case No. 37-
9 2022-00006731-CU-OE-CTL, initiated on February 22, 2022, and pending in the Superior Court
10 of the State of California, County of San Diego, and (2) *Anuar Romo v. The Hertz Corporation*,
11 Case No. 22STCV35379, initiated on November 7, 2022, and pending in the Superior Court of the
12 State of California, County of Los Angeles.

13 1.2 “Administrator” means CAC Services Group, LLC, the neutral entity the Parties
14 have agreed to appoint to administer the Settlement.

15 1.3 “Administration Expenses Payment” means the amount the Administrator will be
16 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
17 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with
18 Preliminary Approval of the Settlement.

19 1.4 “Aggrieved Employees” means all non-exempt employees of Hertz in California
20 from June 30, 2021, through the date of Preliminary Approval of the Settlement.

21 1.5 “Class” means all non-exempt employees of Hertz in California from June 30, 2021,
22 through the date of Preliminary Approval of the Settlement.

23 1.6 “Class Counsel” means William Sullivan, Eric Yaeckel, and Ryan Kuhn of Sullivan
24 Law Group, APC and Marcus Bradley, of Bradley Grombacher, LLC and Garen Majarian of
25 Majarian Law Group, APC.

26 1.7 “Class Counsel Expenses Payment” means the amount allocated to Class Counsel
27 for reimbursement of reasonable expenses incurred to prosecute the Action.

28 1.8 “Class Counsel Fees Payment” means the amount allocated to Class Counsel for

reimbursement of reasonable attorneys' fees incurred to prosecute the Action.

1.9 "Class Data" means identifying information in Hertz's possession for the Class, including each Class Member's name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.10 "Class Member" means a member of the Class.

1.11 "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.12 "Class Notice" means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.

1.13 "Class Period" means the period from June 30, 2021, to the date of Preliminary Approval of the Settlement.

1.14 "Class Representatives" means the Plaintiffs.

1.15 "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.16 "Court" means the Superior Court of California, County of San Diego.

1.17 "Defense Counsel" means Andrew J. Weissler of Husch Blackwell LLP.

1.18 "Effective Date" means: (i) if no objections are made prior to the Final Approval Hearing, the date on which the Court grants Final Approval and enters Final Judgment or (ii) if one or more objections are made prior to the Final Approval Hearing, (a) the date of final affirmance on an appeal of the Judgment; (b) the date on which the time for a petition to review the Judgment expires, (c) if review is granted, the date of final affirmance of the Judgment following review, (d) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; (e) if no appeal is filed, the expiration date for filing any appeal from the Judgment either (1) the date sixty (60) calendar days after the entry of Final Judgment and Order

1 Approving Settlement, if no motions for reconsideration and no appeals or other efforts to obtain
2 review have been filed, or (2) in the event a motion for reconsideration, an appeal or other effort to
3 obtain review of the Final Judgment and Order Approving Settlement, the date sixty (60) calendar
4 days after such reconsideration, appeal or review has been finally concluded and is no longer
5 subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

6 1.19 "Final Approval" means the Court's order granting final approval of the Settlement.

7 1.20 "Final Approval Hearing" means the Court's hearing on the Motion for Final
8 Approval of the Settlement.

9 1.21 "Final Judgment" means the Judgment Entered by the Court upon Granting Final
10 Approval of the Settlement.

11 1.22 "Gross Settlement Amount" means Three Million Three Hundred Thousand Dollars
12 and Zero Cents (\$3,300,000.00), which is the total amount Hertz agrees to pay under the Settlement
13 except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay
14 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
15 Counsel Fees Payment, Class Counsel Expenses Payment, Class Representative Service Payment,
16 and the Administrator's Expenses.

17 1.23 "Hertz" means collectively Defendants THE HERTZ CORPORATION and DTG
18 OPERATIONS, INC.

19 1.24 "Individual Class Payment" means the Participating Class Member's pro rata share
20 of the Net Settlement Amount, calculated according to the number of Workweeks worked by the
21 Participating Class Member during the Class Period.

22 1.25 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of
23 25% of the PAGA Penalties, calculated according to the number of Workweeks worked by the
24 Aggrieved Employee during the PAGA Period.

25 1.26 "LWDA" means the California Labor and Workforce Development Agency, the
26 agency entitled, under Labor Code section 2699, subdivision (i).

27 1.27 "LWDA PAGA Payment" means the 75% of the PAGA Penalties, which will be
28 paid to the LWDA under Labor Code section 2699, subdivision (i).

1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Hertz for at least one day during the PAGA Period.

1.31 “PAGA Period” means the period from June 30, 2021, through the date of Preliminary Approval of the Settlement.

1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.33 “PAGA Notice” means Plaintiff Ortuno’s February 8, 2022, and Plaintiff Romo’s November 7, 2022, letters to Hertz and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount (\$180,000.00), allocated 25% to the Aggrieved Employees (\$45,000.00) and 75% to LWDA (\$135,000.00) in settlement of PAGA claims.

1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36 “Plaintiffs” means Marcelino Ortuno and Anuar Romo, the named plaintiffs in the Action.

1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40 “Released Parties” means Hertz and each of its current and former direct and indirect

1 affiliates, other related business entities, parents, and equity holders, owners, and each of their
2 respective divisions, subsidiaries, joint ventures, customers, partners, actual or alleged joint
3 employers, officers, directors, employees, contractors, agents, principals, representatives,
4 accountants, auditors, consultants, attorneys, insurers and reinsurers, other representatives or
5 persons or acting by, through, under, or in concert with any of the forgoing, and each of the forgoing
6 successors, predecessors, and heirs, and any other persons that could be jointly liable with Hertz
7 for any of the Released Claims.

8 1.41 “Request for Exclusion” means a Class Member’s submission of a written request
9 to be excluded from the Class Settlement signed by the Class Member.

10 1.42 “Response Deadline” means thirty (30) days after the Administrator mails Notice to
11 Class Members and Aggrieved Employees and shall be the last date on which Class Members may:
12 (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his,
13 her, or their Objection to the Settlement. Class Members to whom Notice Packets are re-sent after
14 having been returned undeliverable to the Administrator shall have an additional fourteen (14)
15 calendar days after the Response Deadline has expired.

16 1.43 “Settlement” means the disposition of the Action effected by this Agreement and
17 the Judgment.

18 1.44 “Workweek” means any week during which a Class Member worked for Hertz for
19 at least one day, during the Class Period.

20 **2. RECITALS.**

21 2.1 On February 22, 2022, Plaintiff Ortuno commenced this Action by filing a
22 Complaint alleging a proposed Class Action Complaint asserting meal and rest period violations,
23 minimum wage and overtime violations, wage statement and final pay violations, and failure to
24 reimburse business expenses. Plaintiff Ortuno filed a stipulated First Amended Complaint on or
25 about October 6, 2022, adding representative PAGA claims for penalties based on the same
26 violations asserted in his original complaint. On November 7, 2022, Plaintiff Romo filed his
27 Complaint alleging meal and rest period violations, minimum wage and overtime violations, wage
28 statement and final pay violations, and failure to pay all accrued sick pay and vacation time. As

1 part of this Settlement, Plaintiff Ortuno will file a Second Amended Complaint (the “Operative
2 Complaint”), (1) adding Plaintiff Romo as a plaintiff, and (2) amending the class definition to
3 include certain claims that are the subject of this Settlement. Hertz denies the allegations in the
4 Operative Complaint, denies any failure to comply with the laws identified in the Operative
5 Complaint, and denies any and all liability for the causes of action alleged.

6 2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiffs gave timely
7 written notice to Hertz and the LWDA by sending the PAGA Notice.

8 2.3 On September 27, 2024, following negotiations facilitated by experienced wage and
9 hour mediator Steven Serratore, the parties agreed to the key terms of a settlement of the Action.

10 2.4 Prior to settlement, Plaintiffs obtained, through formal and informal discovery, time
11 and pay records for putative class members, and relevant documents and information related to
12 Hertz’s employment policies and practices. Plaintiff’s investigation was sufficient to satisfy the
13 criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794,
14 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

15 2.5 The Parties stipulate to class certification for settlement purposes only.

16 2.6 The Parties, Class Counsel, and Defense Counsel represent that they are not aware
17 of any other pending matter or action asserting claims that will be extinguished by the Settlement.

18 **3. MONETARY TERMS.**

19 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
20 Hertz promises to pay Three Million Three Hundred Thousand Dollars and Zero Cents
21 (\$3,300,000.00) and no more as the Gross Settlement Amount and to separately pay any and all
22 employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Hertz has no
23 obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
24 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
25 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
26 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to
27 Hertz.

28 3.2 Payments from the Gross Settlement Amount. The Administrator will make and

1 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
2 Court in the Final Approval:

3 3.2.1 To Plaintiffs: Class Representative Service Payment to the Class
4 Representatives of not more than Ten Thousand Dollars each (for a total of \$20,000.00) (in
5 addition to any Individual Class Payment and any Individual PAGA Payment the Class
6 Representative is entitled to receive as a Participating Class Member). Hertz will not
7 oppose Plaintiff's request for a Class Representative Service Payment that does not exceed
8 this amount. As part of the motion for Class Counsel Fees Payment and Class Counsel
9 Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service
10 Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the
11 Court approves a Class Representative Service Payment less than the amount requested, the
12 Administrator will retain the remainder in the Net Settlement Amount. The Administrator
13 will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes
14 full responsibility and liability for employee taxes owed on the Class Representative Service
15 Payment.

16 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than Thirty-
17 Three and One-Third Percent (33 1/3%) of the Gross Settlement Amount, which is currently
18 estimated to be \$1,100,000.00, and a Class Counsel Expenses Payment of not more
19 than \$42,500.00.00. Hertz will not oppose requests for these payments provided that they do
20 not exceed these amounts. If the Court approves a Class Counsel Fees Payment and/or a
21 Class Counsel Expenses Payment less than the amounts requested, the Administrator will
22 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability
23 to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any
24 Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
25 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses
26 Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and
27 liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Expenses
28 Payment.

1 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed
2 \$21,000.00 except for a showing of good cause and as approved by the Court. To the extent
3 the Administration Expenses are less than or the Court approves payment of less than
4 \$21,000.00, the Administrator will return the remainder to the Net Settlement Amount.

5 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated
6 by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by
7 all Participating Class Members during the Class Period and (b) multiplying the result by
8 each Participating Class Member's Workweeks.

9 3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%)
10 of each Participating Class Member's Individual Class Payment will be allocated to
11 settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to
12 tax withholding and will be reported on an IRS W-2 Form. The remaining eighty
13 percent (80%) of each Participating Class Member's Individual Class Payment will
14 be evenly allocated to settlement of claims for interest and penalties (the "Non-Wage
15 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be
16 reported on IRS 1099 Forms. Each Participating Class Member assumes full
17 responsibility and liability for any employee taxes owed on their Individual Class
18 Payment.

19 3.2.4.2 Effect of Non-Participating Class Members on Calculation of
20 Individual Class Payments. Non-Participating Class Members will not receive any
21 Individual Class Payments. The Administrator will retain amounts equal to their
22 Individual Class Payments in the Net Settlement Amount for distribution to
23 Participating Class Members on a pro rata basis.

24 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
25 \$180,000.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%)
26 (\$135,000.00) allocated to the LWDA PAGA Payment and twenty-five percent (25%)
27 (\$45,000.00) allocated to the Individual PAGA Payments.

28 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by

(a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$45,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Each Aggrieved Employee assumes full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Hertz estimates, and Plaintiff agrees, there are 4,507 Class Members who collectively worked a total of approximately 234,903 Workweeks during the Class Period and PAGA Period (which cover the same time periods).

4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval of the Settlement, Hertz will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Hertz has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Hertz must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. Hertz (or its counsel) shall ensure it has fully funded the Gross Settlement Amount, and also funded the amounts necessary to fully pay Hertz's

1 share of payroll taxes by transmitting the funds to the Administrator no later than fourteen (14)
2 calendar days after the Effective Date.

3 4.4 Payments from the Gross Settlement Amount. Within ten (10) days after Hertz funds
4 the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
5 all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
6 Payment, the Class Counsel Fees Payment, the Class Counsel Expenses Payment, and the Class
7 Representative Service Payment.

8 4.4.1 The Administrator will issue checks for the Individual Class Payments
9 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.
10 Mail, postage prepaid. The face of each check shall prominently state the date (not less than
11 180 days after the date of mailing) when the check will be voided. The Administrator will
12 cancel all checks not cashed by the void date. The Administrator will send checks for
13 Individual Settlement Payments to all Participating Class Members (including those for
14 whom Class Notice was returned undelivered). The Administrator will send checks for
15 Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class
16 Members who qualify as Aggrieved Employees (including those for whom Class Notice
17 was returned undelivered). The Administrator may send Participating Class Members a
18 single check combining the Individual Class Payment and the Individual PAGA Payment.
19 Before mailing any checks, the Settlement Administrator must update the recipients'
20 mailing addresses using the National Change of Address Database.

21 4.4.2 The Administrator must conduct a Class Member Address Search for all
22 other Class Members whose checks are returned undelivered without United States Postal
23 Service ("USPS") forwarding address. Within seven (7) days of receiving a returned check
24 the Administrator must re-mail checks to the USPS forwarding address provided or to an
25 address ascertained through the Class Member Address Search. The Administrator need not
26 take further steps to deliver checks to Class Members whose re-mailed checks are returned
27 as undelivered. The Administrator shall promptly send a replacement check to any Class
28 Member whose original check was lost or misplaced, requested by the Class Member prior

1 to the void date.

2 4.4.3 For any Class Member whose Individual Class Payment check or Individual
3 PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall
4 transmit the funds represented by such checks to the California Controller's Unclaimed
5 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject
6 to the requirements of Code of Civil Procedure section 384, subdivision (b).

7 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments
8 shall not obligate Hertz to confer any additional benefits or make any additional payments
9 to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this
10 Agreement.

11 **5. RELEASES OF CLAIMS.** Effective on the date when Hertz fully funds the entire Gross
12 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
13 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against
14 all Released Parties as follows:

15 5.1 Plaintiffs' Release. Plaintiffs and their respective former and present spouses,
16 representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release
17 and discharge Released Parties from all claims, transactions or occurrences with Released Parties
18 up to the Effective Date of this Agreement, including, but not limited to: (a) all claims that were,
19 or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint;
20 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in
21 the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released
22 under 5.2, below; and (c) all claims and causes of action arising from his employment and
23 termination of employment with Hertz ("Plaintiffs' Release"). This is meant to be a general release
24 as to each Plaintiff. However, Plaintiffs' Release does not extend to any claims or actions to enforce
25 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
26 social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs
27 acknowledges that Plaintiffs may discover facts or law different from, or in addition to, the facts or
28 law that Plaintiffs now knows or believes to be true but agrees, nonetheless, that Plaintiffs' Release

1 shall be and remain effective in all respects, notwithstanding such different or additional facts or
2 Plaintiffs' discovery of them.

3 5.1.1 Plaintiffs' Waiver of Rights Under Civil Code Section 1542. For purposes
4 of Plaintiffs' Release, Plaintiffs expressly waives and relinquishes the provisions, rights,
5 and benefits, if any, of section 1542 of the Civil Code, which reads: A GENERAL
6 RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
7 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
8 FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT IF KNOWN BY
9 HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER
10 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11 5.2 Release by Participating Class Members: All Participating Class Members, on
12 behalf of themselves and their respective former and present representatives, agents, attorneys,
13 heirs, administrators, successors and assigns, release the Released Parties from all claims during
14 the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated
15 in the Operative Complaint and ascertained in the course of the Action, including, e.g., (a) any and
16 all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving
17 alleged meal and/or rest break violations; (c) any and all claims involving the alleged failure to pay
18 for all hours worked, including overtime at the proper rate; (d) any and all claims involving the
19 alleged failure to properly reimburse reasonable business expenses; (e) any and all claims involving
20 the alleged failure to accrued vacation time pay or waiting time penalties; and (f) any and all claims
21 involving the alleged failure to provide itemized wage statements in compliance with California
22 law, etc.. Except as set forth in Section 5.1 or 5.3 of this Agreement, Participating Class Members
23 do not release any other claims, including claims for vested benefits, wrongful termination,
24 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
25 security, workers' compensation or claims based on facts occurring outside the Class Period.

26 5.3 Release by Aggrieved Employees: In addition to any release under Sections 5.1 or
27 5.2 of this Agreement, all Aggrieved Employees are deemed to release, on behalf of themselves
28 and their respective former and present representatives, agents, attorneys, heirs, administrators,

1 successors and assigns, the Released Parties from all claims for civil penalties under PAGA,
2 whether known or unknown, to recover wages, damages, penalties, attorneys' fees, litigation costs,
3 restitution, or equitable relief, which all Aggrieved Employees, the LWDA, and any other
4 representative, proxy, or agent thereof, had, or may claim to have, that were alleged or could have
5 been alleged in the Action based upon the facts alleged and legal assertions alleged, whether or not
6 specifically delineated as a claim or cause of action in the Action through the end of the PAGA
7 Period, including but not limited to those alleged in the PAGA Notice and the Operative Complaint
8 in the Action, including claims that reasonably arise out of or arise in connection with the claims
9 and facts alleged in the Action, and any claims which could have reasonably been asserted in the
10 Action arising from the alleged facts and/or primary rights alleged to have been invaded ("PAGA
11 Released Claims"). The PAGA Released Claims are further released by Plaintiff in his
12 representative capacity as an authorized proxy and agent for the State of California and the LWDA
13 and as private attorney general acting on behalf of himself and the Aggrieved Employees, for civil
14 penalties under the PAGA, based on any claim that arises under the California Labor Code and
15 forever bar the LWDA, and any other representative, proxy, or agent thereof, including, but not
16 limited to, any and all allegedly aggrieved employees, from pursuing any action against the
17 Released Parties for the PAGA Released Claims.

18 **6. MOTION FOR PRELIMINARY APPROVAL.** The Parties agree that Plaintiff's
19 Counsel will prepare and file a motion for preliminary approval ("Motion for Preliminary
20 Approval"), subject to approval by Hertz's counsel.

21 6.1 Plaintiff's Responsibilities. Plaintiff's counsel will prepare Plaintiff's motion for
22 preliminary approval. Not later than three (3) days prior to the submission of the motion for
23 preliminary approval of this Settlement Agreement to the Court, Class Counsel will submit a near-
24 final draft thereof (including all supporting papers and proposed order) to counsel for Defendant
25 for their review and comment.

26 6.2 Responsibilities of Counsel. As soon as practicable after execution of this
27 Settlement Agreement, the Class Representatives and Class Counsel shall apply to the Court for
28 the entry of Preliminary Approval, which would accomplish the following:

a. Schedule a hearing (the “**Final Approval Hearing**”) on the question of whether the Settlement, including, *inter alia*, the payment of Attorneys’ Fees and Costs, Enhancement Award, and PAGA Amount should be finally approved as fair, reasonable, and adequate, and finally resolving any outstanding issues or disputes remaining from the administration of the notice of the Settlement;

b. Approve, as to form and content, the proposed Notice;

c. Direct the mailing of the Notice by first class mail to the Class Members;

d. Preliminarily approve the Settlement and monetary allocations for awards/payments of Attorneys’ Fees and Costs, Settlement Administration Costs, Enhancement Award, and PAGA Amount, subject to the final review and approval by the Court; and

e. Preliminarily approve CAC Services Group, LLC as the Settlement Administrator.

Plaintiffs’ Counsel shall be responsible for ensuring that all required submittals and notifications to the LWDA under PAGA regarding this Settlement are made by Plaintiff.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected CAC Services Group, LLC to serve as the Administrator and verified that, as a condition of appointment, CAC Services Group, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering

settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Workweeks in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 7 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional fourteen (14) days

beyond the thirty (30) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Hertz or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (that is, opt-out of) from the Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than thirty (30) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class

1 Member's identity. The Administrator's determination of authenticity shall be final and not
2 appealable or otherwise susceptible to challenge.

3 7.5.3 Every Class Member who does not submit a timely and valid Request for
4 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to
5 all benefits and bound by all terms and conditions of the Settlement, including the
6 Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement,
7 regardless of whether the Participating Class Member actually receives the Class Notice or
8 objects to the Settlement.

9 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion
10 is a Non-Participating Class Member and shall not receive an Individual Class Payment or
11 have the right to object to the class action components of the Settlement. Because future
12 PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating
13 Class Members who are Aggrieved Employees are deemed to release the claims identified
14 in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

15 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have thirty (30)
16 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class
17 Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and
18 PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
19 may challenge the allocation by communicating with the Administrator via fax, email or mail. The
20 Administrator must encourage the challenging Class Member to submit supporting documentation.
21 In the absence of any contrary documentation, the Administrator is entitled to presume that the
22 Workweeks contained in the Class Notice are correct so long as they are consistent with the Class
23 Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or
24 Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The
25 Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or
26 Pay Periods to Defense Counsel and Class Counsel and the Administrator's preliminary
27 determination with respect to any such challenges.

28 7.7 Objections to Settlement.

1 7.7.1 Only Participating Class Members may object to the class action
2 components of the Settlement and/or this Agreement, including contesting the fairness of
3 the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class
4 Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

5 7.7.2 Participating Class Members may send written objections to the
6 Administrator, by fax, email or mail. In the alternative, Participating Class Members may
7 appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final
8 Approval Hearing. A Participating Class Member who elects to send a written objection to
9 the Administrator must do so not later than 30 days after the Administrator's mailing of the
10 Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-
11 mailed).

12 7.7.3 Non-Participating Class Members have no right to object to any of the class
13 action components of the Settlement.

14 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks
15 to be performed or observed by the Administrator contained in this Agreement or otherwise.

16 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will
17 establish and maintain and use an internet website to post information of interest to Class
18 Members including the date, time and location for the Final Approval Hearing and copies
19 of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval,
20 the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees
21 Payment, Class Counsel Litigation Expenses Payment and Class Representative Service
22 Payment, the Final Approval and the Judgment. The Administrator will also maintain and
23 monitor an email address and a toll-free telephone number to receive Class Member calls,
24 faxes and emails.

25 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
26 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
27 Not later than five (5) days after the expiration of the deadline for submitting Requests for
28 Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel

1 containing (a) the names and other identifying information of Class Members who have
2 timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other
3 identifying information of Class Members who have submitted invalid Requests for
4 Exclusion; and (c) copies of all Requests for Exclusion from the Settlement submitted
5 (whether valid or invalid).

6 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
7 reports to Class Counsel and Defense Counsel that, among other things, tally the number
8 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
9 Exclusion (whether valid or invalid) received, objections received, challenges to
10 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual
11 Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports
12 must include provide the Administrator’s assessment of the validity of Requests for
13 Exclusion and attach copies of all Requests for Exclusion and objections received.

14 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
15 authority to address and make final decisions consistent with the terms of this Agreement
16 on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
17 Administrator’s decision shall be final and not appealable or otherwise susceptible to
18 challenge.

19 7.8.5 Administrator’s Declaration. Not later than five (5) days before the date by
20 which Plaintiff is required to file the Motion for Final Approval of the Settlement, the
21 Administrator will provide to Class Counsel and Defense Counsel, a signed declaration
22 suitable for filing in Court attesting to its due diligence and compliance with all of its
23 obligations under this Agreement, including, but not limited to, its mailing of Class Notice,
24 the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate
25 Class Members, the total number of Requests for Exclusion from Settlement it received
26 (both valid or invalid), the number of written objections and attach the Exclusion List. The
27 Administrator will supplement its declaration as needed or requested by the Parties and/or
28 the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in

1 Court.

2 7.8.6 Final Report by Settlement Administrator. Within ten (10) days after the
3 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will
4 provide Class Counsel and Defense Counsel with a final report detailing its disbursements
5 by employee identification number only of all payments made under this Agreement. At
6 least fifteen (15) days before any deadline set by the Court, the Administrator will prepare,
7 and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing
8 in Court attesting to its disbursement of all payments required under this Agreement. Class
9 Counsel is responsible for filing the Administrator's declaration in Court.

10 8. **CLASS SIZE ESTIMATES**. Based on its records, Hertz estimates, and Plaintiff agrees,
11 that, as of the date of this Settlement Agreement, (1) there are 4,507 Class Members and who
12 collectively worked approximately 234,903 Total Workweeks during the Class Period and PAGA
13 Period. If at the time of Preliminary or Final Approval, the number of Class Members or
14 Workweeks at issue significantly changes (excluding new hires between now and the Effective
15 Date of this Agreement), this will be considered a material breach of the agreement and Plaintiffs
16 have the right to rescind the agreement.

17 9. **HERTZ'S RIGHT TO WITHDRAW**. If the number of valid Requests for Exclusion
18 identified in the Exclusion List exceeds five percent (5%) of the total of all Class Members, Hertz
19 may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if Hertz
20 withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that
21 neither Party will have any further obligation to perform under this Agreement; provided, however,
22 Hertz will remain responsible for paying all Settlement Administration Expenses incurred to that
23 point. Hertz must notify Class Counsel and the Court of its election to withdraw not later than seven
24 (7) days after the Administrator sends the final Exclusion List to Defense Counsel. Late elections
25 will have no effect.

26 10. **MOTION FOR FINAL APPROVAL**. Not later than sixteen (16) court days before the
27 calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the
28 Settlement that includes a request for approval of the Settlement under Labor Code section 2699,

subdivision (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three (3) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval without increasing the Gross Settlement Amount. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section 10.2.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to

1 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
2 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
3 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
4 Settlement Amount.

5 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
6 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material
7 modification of this Agreement (including, but not limited to, the scope of release to be granted by
8 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
9 work together in good faith to address the appellate court's concerns and to obtain Final Approval
10 and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses
11 reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's
12 award of the Class Representative Service Payment or any payments to Class Counsel shall not
13 constitute a material modification of the Judgment within the meaning of this paragraph, as long as
14 the Gross Settlement Amount remains unchanged.

15 11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil
16 Procedure section 384, the Parties will work together in good faith to jointly submit a proposed
17 amended judgment.

18 12. **ADDITIONAL PROVISIONS.**

19 12.1 No Admission of Liability, Class Certification or Representative Manageability for
20 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
21 Nothing in this Agreement is intended or should be construed as an admission by Hertz that any of
22 the allegations in the Operative Complaint have merit or that Hertz has any liability for any claims
23 asserted; nor should it be intended or construed as an admission by Plaintiff that Hertz's defenses
24 in the Action have merit. The Parties agree that class certification and representative treatment is
25 for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary
26 Approval, Final Approval, or enter Judgment, Hertz reserves the right to contest certification of
27 any class for any reasons, and Hertz reserves all available defenses to the claims in the Action, and
28 Plaintiffs reserve the right to move for class certification on any grounds available and to contest

1 Hertz's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action
2 will have no bearing on, and will not be admissible in connection with, any litigation (except for
3 proceedings to enforce or effectuate the Settlement and this Agreement).

4 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Hertz, and
5 Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is
6 filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit
7 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
8 indirectly, specifically or generally, to any person, corporation, association, government agency or
9 other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be
10 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
11 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
12 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
13 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
14 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Hertz and Defense Counsel
15 separately agree not to, directly or indirectly, initiate any conversation or other communication,
16 before the filing of the Motion for Preliminary Approval, any with third party regarding this
17 Agreement or the matters giving rise to this Agreement except to respond only that "the matter was
18 resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications
19 with Class Members in accordance with Class Counsel's ethical obligations owed to Class
20 Members.

21 12.3 No Solicitation. The Parties separately agree that they and their respective counsel
22 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
23 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
24 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
25 to Class Members.

26 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
27 Agreement together with its attached exhibits shall constitute the entire agreement between the
28 Parties relating to the Settlement, superseding any and all oral representations, warranties,

1 covenants or inducements made to or by any Party.

2 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
3 represent that they are authorized by Plaintiffs and Hertz, respectively, to take all appropriate action
4 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms,
5 and to execute any other documents reasonably required to effectuate the terms of this Agreement
6 including any amendments to this Agreement.

7 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use
8 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
9 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
10 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
11 any document necessary to implement the Settlement, or on any modification of the Agreement
12 that may become necessary to implement the Settlement, the Parties will seek the assistance of a
13 mediator and/or the Court for resolution.

14 12.7 No Prior Assignments. The Parties separately represent and warrant that they have
15 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
16 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action
17 or right released and discharged by the Party in this Settlement.

18 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Hertz nor Defense Counsel are
19 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
20 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
21 10, as amended) or otherwise.

22 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
23 modified, changed or waived only by an express written instrument signed by all Parties or their
24 representatives and approved by the Court.

25 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
26 to the benefit of, the successors of each of the Parties.

27 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
28 governed by and interpreted according to the internal laws of the State of California, without regard

1 to conflict of law principles.

2 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
3 of this Agreement. This Agreement will not be construed against any Party on the basis that the
4 Party was the drafter or participated in the drafting.

5 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders
6 entered during Action and in this Agreement relating to the confidentiality of information shall
7 survive the execution of this Agreement.

8 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
9 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
10 Counsel by Hertz in connection with the mediation, other settlement negotiations, or in connection
11 with the Settlement, may be used only with respect to this Settlement, and no other purpose, and
12 may not be used in any way that violates any existing contractual agreement, statute or California
13 Rules of Court rule. Not later than 90 days after the date when the Court discharges the
14 Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement
15 funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Hertz
16 unless, prior to the Court's discharge of the Administrator's obligation, Hertz makes a written
17 request to Class Counsel for the return, rather than the destruction, of Class Data.

18 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
19 inserted for convenience of reference only and does not constitute a part of this Agreement.

20 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
21 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
22 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

23 12.17 Notice. All notices, demands or other communications between the Parties in
24 connection with this Agreement will be in writing and deemed to have been duly given as of the
25 third business day after mailing by United States mail, or the day sent by email or messenger,
26 addressed as follows:

To Plaintiffs:

Eric Yaeckel
Ryan Kuhn
Sullivan & Yaeckel Law Group, APC
2330 Third Avenue
San Diego, CA 92101

Marcus Bradley, Esq.
Kiley Grombacher, Esq.
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361

To Defendants:

Andrew J. Weissler
8001 Forsyth Blvd., Suite 1500
St. Louis, MO 63105

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Representations Regarding Solvency and Ability to Fund. Hertz represents that its business is solvent, and Hertz is able to pay the Settlement Amount within the time frame set forth herein. Hertz agrees that the failure to review its financial status before entering this Settlement Agreement shall be deemed an intentional misrepresentation. Hertz further affirms that it has not consulted or retained bankruptcy counsel or contemplated a bankruptcy filing as of the date of this Settlement.

Hertz agrees, within seven (7) days of the execution of this Agreement, to deposit the entire Gross Settlement Amount with the Settlement Administrator to be held in trust pending settlement approval. Once the funding is deposited, the Settlement Administrator will be solely responsible for the funding and disbursement of the Settlement after Final Approval.

12.20 Stay of Litigation. The Parties agree that upon the execution of this Agreement the

1 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree
2 that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330
3 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the
4 entire period of this settlement process.

5 [SIGNATURE PAGES TO FOLLOW]
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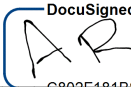
Date: _____

PLAINTIFF MARCELINO ORTUNO

Marcelino Ortuno

Date: 11/26/2024

PLAINTIFF ANUAR ROMO

DocuSigned by:

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Anuar Romo

Date: _____

DEFENDANT THE HERTZ
CORPORATION

By: _____
Its: _____

Date: _____

DEFENDANT DTG OPERATIONS, INC.

By: _____
Its: _____

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Date: 11-20-2024

PLAINTIFF MARCELINO ORTUNO


Marcelino Ortuno

Date: _____

PLAINTIFF ANUAR ROMO

Anuar Romo

Date: _____

DEFENDANT THE HERTZ
CORPORATION

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DEFENDANT DTG OPERATIONS, INC.

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1 Date: _____

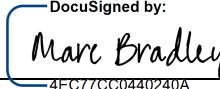
SULLIVAN & YAECKEL LAW GROUP, APC

2 By: Ryan T. Kuhn

3 William B. Sullivan
4 Eric K. Yaeckel
5 Ryan Kuhn
6 Attorneys for Plaintiff
7 Marcelino Ortuno

8 Date: 11/26/2024

BRADLEY/GROMBACHER, LLP

9 By: 4EC77CC0440240A...

10 Marcus Bradley
11 Kiley Grombacher
12 Attorneys for Plaintiff
13 Anuar Romo

14 Date: _____

HUSCH BLACKWELL, LLP

15 By: _____

16 Andrew J. Weissler

17 Attorney for Defendants THE HERTZ
18 CORPORATION and DTG OPERATIONS, INC.

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Date: _____

SULLIVAN & YAECKEL LAW GROUP, APC

By: _____

William B. Sullivan
Eric K. Yaeckel
Ryan Kuhn
Attorneys for Plaintiff
Marcelino Ortuno

Date: _____

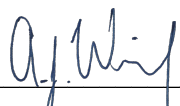
BRADLEY/GROMBACHER, LLP

By: _____

Marcus Bradley
Kiley Grombacher
Attorneys for Plaintiff
Anuar Romo

Date: 11/21/24

HUSCH BLACKWELL, LLP

By:  _____

Andrew J. Weissler

Attorney for Defendants THE HERTZ
CORPORATION and DTG OPERATIONS, INC.

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Date: _____

PLAINTIFF MARCELINO ORTUNO

Marcelino Ortuno

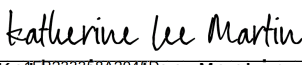
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PLAINTIFF ANUAR ROMO

Anuar Romo

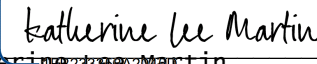
Date: _____

DEFENDANT THE HERTZ CORPORATION

Signed by:

By: Katherine Lee Martin
Its: Executive Vice President, General Counsel

Date: _____

DEFENDANT DTG OPERATIONS, INC.

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By: Katherine Lee Martin
Its: Executive Vice President, General Counsel

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Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	• Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

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