

Eric K. Yaeckel [CSB No. 274608]
yaeckel@sullivanlawgroupapc.com

Ryan T. Kuhn [CSB No. 324538]
ryan@sullivanlawgroupapc.com

SULLIVAN & YAECKEL LAW GROUP, APC

2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

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

[Additional counsel on next page]

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,

Plaintiff,

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

**DECLARATION OF JEFFREY D.
JOHNSON REGARDING THE NOTICE
PLAN IN SUPPORT OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 4, 2025

Time: 10:30 a.m.

Dept.: C-70

Judge: Hon. Carolyn Caietti

BRADLEY/GROMBACHER, LLP

Marcus J. Bradley, Esq. (SBN 174156)
Kiley L. Grombacher, Esq. (SBN 245960)
Corey S. Smith, Esq. (SBN 312002)
Kasra B. Ramez, Esq. (SBN 337470)
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Telephone: (805) 270-7100
Facsimile: (805) 270-7589
Email: mbradley@bradleygrombacher.com
Email: kgrombacher@bradleygrombacher.com
Email: csmith@bradleygrombacher.com
Email: kramez@bradleygrombacher.com

MAJARIAN LAW GROUP APC

Garen Majarian, Esq. (SBN 334104)
Sahag Majarian, II, Esq. (SBN 146621)
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 263-7343
Facsimile: (818) 609-0892
E-Mail: garen@majarianlawgroup.com
E-Mail: sahagii@aol.com

Attorneys for Plaintiff ANUAR ROMO on behalf of himself and others similarly situated

Andrew J. Weissler
aj.weissler@huschblackwell.com

HUSCH BLACKWELL LLP

8001 Forsyth Blvd., Suite 1500
St. Louis, MO 63105

Attorneys for The Hertz Corporation and DTG Operations,

1 I, Jeffrey D. Johnson, declare as follows:

2 1. I am the Vice President of CAC Services Group, LLC (“CAC”), located at 6420 Flying
3 Cloud Dr Ste 101, Eden Prairie, MN 55344. I am over twenty-one (21) years of age, and I am not
4 a party to the above-captioned action. I have personal knowledge of the facts set forth herein and,
5 if called as a witness, could and would testify competently thereto.
6

7 2. CAC provides a comprehensive range of class and collective action claims
8 administration services. CAC has extensive experience in data processing and acting as third-party
9 administrator in class and collective actions throughout the country.

10 3. CAC’s class and collective action administration services include: coordination of all
11 notice requirements; design of direct-mail notice, publication of summary notice, emailing notice
12 packets and claim forms; coordination with the U.S. Postal Service; database management; website
13 hosting and management; claims processing; fund management and distribution; and preparation
14 of reports describing notice programs and claims processing.
15

16 4. CAC was retained to act, and appointed by this Court to act, as the Claims Administrator
17 for this action and to date has provided the following services for the above-captioned action:

18 a. Develop and execute a notice program targeting potential Settlement Class members,
19 as defined in the Class Action Settlement Agreement (the “Settlement Agreement”):
20

21 i. Settlement Class Member Definition: All current or former non-exempt
22 employees of Hertz, who worked in California during the time period of
June 30, 2021, to December 20, 2024.

23 5. In regard to the notice program, CAC implemented the following notice plan:

24 a. Direct notice by first-class mail to all Settlement Class members whose names and
25 addresses were provided by Defendant.
26

27 6. To provide direct and timely notice by first-class mail, CAC performed the following:

28 a. On December 31, 2024, CAC received from Defendant an electronic list of four

1 thousand one hundred fifty-six (4,156) names and addresses of persons identified as
2 potential Settlement Class members as defined in Paragraph 4 above (the "Settlement
3 Class Member List"). The Settlement Class Member List was updated using the
4 National Change of Address (NCOA) system, which updates the addresses for all
5 persons who had moved in the previous four years and who had filed a change of
6 address with the U.S. Postal Service;

- 7
8 b. The Notice of Class Action Settlement (the "Notice") was printed, personalized, and
9 inserted into a #10 window envelope (the "Notice Packet"). The template of the Notice
10 is attached hereto as Exhibit "1";

11 7. In support of the direct mail Notice Packet, CAC had regular phone communications
12 with Class Members calling CAC. In general, the purpose of these communications was to:

- 13 a. Transcribe and fulfill the Notice Packet as requested; and
14 b. Answer Settlement Class member questions about the Notice Packet.
15

16 8. As of the date of this Declaration, three (3) Notice Packets were returned to CAC by the
17 U.S. Postal Service with forwarding addresses. I caused the Settlement Class Member List to be
18 updated with the new addresses and a Notice Packet to be re-mailed to said Settlement Class
19 members at each of these new addresses.

20 9. As of the date of this Declaration, three hundred thirty-one (331) Notice Packets have
21 been returned to CAC by the U.S. Postal Service without forwarding addresses. For these Notice
22 Packets, an address search was completed resulting in two hundred forty-six (246) new addresses.
23 I caused the Settlement Class Member List to be updated with the new addresses from the address
24 search results and a Notice Packet to be re-mailed to said Settlement Class members at each of
25 these new addresses. Additionally, through phone correspondence or other correspondence, CAC
26 continued to make a good faith effort to re-mail RFND mail leaving only eighty-five (85) Notice
27
28

1 Packets that remain classified as undeliverable after various attempts to locate the current address
2 for said Settlement Class members.

3 10. There is no claim form requirement in this case, so all individuals are included in the
4 recovery and payment unless they file a Request for Exclusion.

5 11. As of the date of this Declaration, CAC has received three (3) Requests for Exclusion
6 which is 0.07% of the total number of class members.

7 12. As of the date of this Declaration, CAC has received no (0) objections.

8 13. Accordingly, there are four thousand one hundred fifty-three (4,153) total participating
9 Class Members
10

11 14. It is my opinion that the above-described notice program and the Notice Packet are
12 adequate and reasonable under the circumstances. They are consistent with standards previously
13 employed by CAC in notification programs designed to reach known members of settlement groups
14 or classes. Additionally, the implemented notice program and the Notice Packet are fully compliant
15 with the notice requirements established by California law, as well as the parties' Settlement
16 Agreement and the prior Order of this Court.

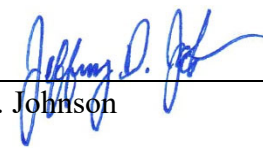
17 15. Finally, if the settlement is finally approved by the Court, CAC will make all payment
18 distributions from funds provided by Defendants in accordance with terms of the Settlement
19 Agreement or as is otherwise ordered by the Court.
20

21 16. Currently, the average recovery for each participating class member would be \$484.87.
22 The highest recovery for any participating class member is \$1,519.80. The lowest recovery for any
23 participating class member is \$8.35.
24

25 17. CAC's costs associated with the administration of this matter are \$20,711.54. This
26 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
27 distribution.
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 5th day of March 2025.



Jeffrey D. Johnson

EXHIBIT 1:

- Notice of Class Action Settlement

SUPERIOR COURT OF THE STATE OF CALIFORNIA FOR THE COUNTY OF SAN DIEGO

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

MARCELINO ORTUNO, Individually, and on behalf of other members of the general public similarly situated, Plaintiffs , vs. 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 JUDGE: Hon. Carolyn Caietti Dept.C-70 NOTICE OF CLASS ACTION SETTLEMENT
--	---

I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Marcelino Ortuno v. The Hertz Corporation, et al*, Case No. 37-2022-00006731-CU-OE-CTL (“*Ortuno*”) and includes claims alleged in *Anuar Romo v. The Hertz Corporation, et al.*, Los Angeles Superior Court Case No. 22STCV35379 (“*Romo*”), (collectively the “Action”).

This notice is to inform you of the proposed Settlement of the Action. The notice is also intended to (i) describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you; and (ii) advise you of your rights and options with respect to the Settlement.

You are receiving this notice by order of the Court because the records of The Hertz Corporation and/or DTG Operations, Inc. (hereinafter referred to collectively as “Hertz”), indicate that you are a current or former non-exempt employee of Hertz, who worked in California during the time period of June 30, 2021, to December 20, 2024. As a result, **you are eligible to receive a portion of the settlement amount.**

This is **not** a notice of a lawsuit against you. **You are not being sued.**

II. WHAT IS THE LAWSUIT ABOUT?

In February 22, 2022, a former Hertz employee in California, Marcello Ortuno, filed a lawsuit in which he alleged Labor Code violations and penalties for alleged violations of California wage-and-hour laws as to himself and other alleged “aggrieved employees.”

On November 7, 2024, a former Hertz employee in California, Anuar Romo, filed his own lawsuit in which he alleged Labor Code violations and penalties for alleged violations of California wage-and-hour laws as to himself and other alleged “aggrieved employees.”

As part of the Settlement, the parties have filed an Amended Complaint in the Ortuno matter, which combines claims brought by both Ortuno and Anuar.

Specifically, this Action alleges that the class members were not paid regular, minimum, or overtime wages or final wages upon separation from employment, as required by California law; were not provided meal and rest periods under the California Labor Code and Wage Orders; were not reimbursed for all business-related expenses; and, were not provided wage statements with information specified in the California Labor Code. The lawsuit also seeks penalties under California’s Private Attorneys General Act (“PAGA”) set forth in California Labor Code §§ 2699 *et seq.*

The individuals who are suing Hertz are referred to in this document as “Plaintiffs.” Plaintiffs’ attorneys, Sullivan & Yaeckel Law Group, APC, Bradley/Grombacher, LLP and Majarian Law Group APC, have been litigating the Action in State Court prior to this settlement.

Hertz maintains that class members have been paid all monies that were due to them, maintains that it has complied with California’s wage-and-hour laws, and denies all wrongdoing.

The Court has not ruled on whether Plaintiffs’ allegations have any merit. However, in order to avoid the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and Hertz have negotiated a settlement whereby has agreed to pay up to **\$3,300,000.00** to resolve the matter. As a Class Member, Subclass Member, FLSA Subclass Member, PAGA Group Member, and/or PAGA Subclass Member, you are eligible to receive a portion of this amount.

This settlement is **not** an admission by Hertz of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION?

All non-exempt persons who were employed by Hertz in the State of California at any time during the Class Period (defined as June 30, 2021, through December 20, 2024) (the “Class Members”).

All non-exempt persons who were employed by Hertz in the State of California at any time from June 30, 2021, through December 20, 2024 (the “PAGA Group Members”).

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the Parties’ proposed settlement, the following will occur if the settlement is given final approval by the Court:

A. Hertz will pay up to **Three Million Three Hundred Thousand Dollars and Zero Cents** (\$3,300,000.00) to settle the claims of all Class Members and PAGA Group Members.

B. A claims administrator has been appointed by the Court to administer the settlement. The claims administrator will pay from the \$3,300,000.00 settlement the following amounts: (1) Plaintiffs’ counsel’s attorneys’ fees, up to 33 & 1/3% of the settlement value (or \$1,066,666.66); (2) Plaintiffs’ counsel’s costs of litigation, up to the amount of \$42,500.00; (3) The expenses of administering the settlement, up to the amount of \$21,000.00; (4) An enhancement award of up to \$20,000.00 (\$10,000.00 to each Plaintiff) for their role in pursuing the litigation; (5) A payment of \$135,000.00 to the California Labor & Workforce Development Agency, representing 75% of the \$180,000.00 allocated to the settlement of the claim for civil penalties under PAGA; and (6) A payment of \$45,000.00 to Aggrieved Employees, representing 25% of the \$180,000.00 allocated to the settlement of the claim for civil penalties under PAGA. The remainder will be paid to the Class Members in settlement of their individual claims (the “Class Payment”).

C. The Class Payment will be divided among all Class Members based on the estimated number of weeks worked for Hertz in California by each Class Member. That is, the Class Payment will be divided by the number of aggregate qualified weeks worked by all Class Members during the Class Period to produce a “Weekly Settlement Value.” A “qualified week” is any week in which a Class Member was employed by and performed worked for Hertz in California during the Class Period (June 30, 2021, to December 20, 2024) as a non-exempt employee. If you do not opt out of the settlement, you will be eligible to receive a settlement payment in the amount of the total number of qualified weeks you worked for Hertz during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings.

D. The PAGA Payment will be allocated among Aggrieved Employees who performed work for Hertz in California between June 30, 2021, and December 20, 2024 (the “PAGA Period”) as a non-exempt employee.

Each individual’s share of the PAGA payment will be determined based on the number of aggregate qualified pay periods worked by PAGA Group Members during the PAGA Period. Similarly, each individual’s share of the PAGA Subclass payment will be determined based on the number of aggregate pay periods worked by PAGA Subclass Members during the PAGA Subclass Period. PAGA Group Members and PAGA Subclass Members cannot opt out of the PAGA Payment or

PAGA Subclass Payment or release of PAGA claims or PAGA Subclass Claims.

E. Corresponding to Hertz's records, you worked for Hertz in the State of California as a non-exempt employee for approximately **<TotalWeeks>** weeks during the Class Period and **<TotalWeeks>** pay periods during the PAGA Period. Your portion of the Settlement Payment will be based on the above information. If you believe the information above is incorrect, you may dispute this information by sending your corrections and any supporting documentation to the Claims Administrator via U.S. Mail, at CAC Services Group, 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344. Please be advised that the information listed above is presumed to be correct unless you prove otherwise.

The estimated value of each workweek for purposes of calculating Settlement Payments to all Class Members is approximately: **\$8.15**. The estimated value of each pay period for purposes of calculating Settlement Payments to all PAGA Group Members is approximately: **\$0.186**.

Your estimated total settlement amount is **<Payment>**. This is only an estimate. Your actual share may change depending on the Court's final ruling and the final number of participating Class Members.

Class Member Released Claims: If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will be deemed to have fully, finally, and forever released Hertz and the "Release Parties" from release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; (b) any and all claims involving alleged meal and/or rest break violations; (c) any and all claims involving the alleged failure to pay for all hours worked, including overtime at the proper rate; (d) any and all claims involving the alleged failure to properly reimburse reasonable business expenses; (e) any and all claims involving the alleged failure to accrued vacation time pay or waiting time penalties; and (f) any and all claims involving the alleged failure to provide itemized wage statements in compliance with California law, etc.]. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period.

F. **PAGA Group Member Released Claims:** If the Court grants final approval of the settlement agreement, PAGA Group Members will be deemed to have fully, finally, and forever released Hertz and Releasees from any and all claims for recovery of civil penalties under the Private Attorneys General Act ("PAGA"), whether known or unknown, to recover wages, damages, penalties, attorneys' fees, litigation costs, restitution, or equitable relief, which Plaintiff and/or the PAGA Group Members had, or may claim to have, that were alleged or could have been alleged in Plaintiffs' letters to the LWDA, or the Operative Complaint from June 30, 2024 through December 20, 2024.

G. **Please Note:** Individuals who fall within the definition of the Class may choose to request exclusion or "opt-out" of these groups under such procedures specified herein. Any such persons who opt-out of the Class ("Opt-Outs") will not receive an Individual Class Payment. However, you may not opt-out of the portion of the Settlement relating to the settlement of claims under the PAGA. Even if a Class Member opts-out, they will still receive an Individual PAGA Payment. You will be bound by the PAGA Member Release whether or not you cash the check for your portion of the PAGA allocation before it becomes void.

V. WHAT ARE MY OPTIONS?

A. ***You may accept your share of the settlement and be bound by the release of all claims described above.*** Settlement awards will be paid by check after the settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void, and the funds will be placed in your name with the California State Unclaimed Property Fund;

OR

B. ***You may exclude yourself from the settlement, in which case you will not receive a share of the Class Payment and you will not be bound by the Settlement as to the release of class claims.*** If you choose to be excluded, by no later than February 20, 2025 (plus an additional 14 days if this Notice was re-mailed to you), you must send a written

request for exclusion, by mail or email, to the claims administrator, CAC Services Group, located at 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344, info@cacsg.com. In order to be considered valid, your request for exclusion *must* include your name, your address, and a request for exclusion.

OR

C. *You may object to the settlement.* The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the settlement and will issue you a check.

B. Twenty percent (20%) of your share of the Individual Class Payment, and Individual PAGA Payment will be considered wages from which ordinary tax withholdings will be deducted. No tax deductions shall be made from the remaining Eighty percent (80%) of these payments. You will be given IRS tax forms for each of these amounts. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. One hundred percent (100%) of your share of the Individual PAGA Payment will be considered non-wages. You will be given an IRS tax form for this amount.

D. It is important for the parties to have your current address in order to be able to send you other mailings regarding the Action. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A final fairness hearing will be held before the Court on April 4, 2025, at 10:30 a.m., Department C-70 of the San Diego County Superior Court, located at the Hall of Justice, 330 West Broadway, San Diego, California 92101, to decide whether or not the proposed settlement is fair, reasonable, and adequate. The Court may adjourn or continue the hearing without further notice to you. You are not required to attend the hearing. Sullivan & Yaeckel Law Group, APC, Bradley/Grombacher, LLP and Majarian Law Group Apc (contact information below), counsel for Plaintiffs and the Class, will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense. Remote appearances at the hearing may be allowed, but the procedures are subject to change. Current procedures are posted on the Court's website at: <https://www.sdcourt.ca.gov/virtualhearings>. You should check the Court website for up to date information before attempting to make a remote appearance.

VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

You have the option of objecting to the Settlement and telling the Court that you do not agree with the Settlement or some part of it. The Court will consider your views. To object, you may send a letter, which you must sign, saying that you object to the settlement of *Marcelino Ortuno v. The Hertz Corporation, et al.*, Case No. 37-2022-00006731-CU-OE-CTL. Be sure to include the case name and case number (as shown in the preceding sentence), your name, the last four digits of your Social Security Number and/or your Hertz employee ID number (if known), your address, the specific reasons you object to the terms of the Settlement, and your signature. Mail the objection to the Settlement Administrator address at CAC Services Group, 6420 Flying Cloud Dr Ste 101, Eden Prairie, MN 55344 or fax to (888) 495-9746 on or before February 20, 2025 (45 calendar days after mailing of this Notice, plus an additional 14 days if your class notice was re-mailed). A written objection is optional. You may also appear at the Final Approval Hearing, as described in Section VII, above, to have any objections heard by the Court.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may view a complete copy of the settlement agreement, and any papers filed in the Action, which are on file with the Clerk of the Court, case number 37-2022-00006731-CU-OE-CTL. The pleadings and all other records from this litigation may be examined by inspecting the Court file in the at the filing department of the San Diego County Superior Court, located at Hall of Justice, 330 West Broadway, San Diego,

California 92101. You may also review the settlement agreement, along with other court records regarding this case, on the Court's website, <https://www.sdcourt.ca.gov/sdcourt/generalinformation/accesscourtrecords>, through the link to the "Register of Actions."

If you have any questions, you can call the Claims Administrator at (866) 602-2260 or any of Class Counsel (see below for phone numbers.)

ATTORNEYS REPRESENTING PLAINTIFFS AND THE CLASS

SULLIVAN & YAECKEL LAW GROUP, APC

Eric K. Yaeckel
Ryan T. Kuhn
2330 Third Avenue
San Diego, California 92101
(619) 702-6760 * (619) 702-6761 FAX

BRADLEY/GROMBACHER, LLP

Marcus Bradley, Esq.
Kiley Grombacher, Esq.
Lirit King, Esq.
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
(805) 270-7100; (805) 618-2939 FAX

MAJARIAN LAW GROUP APC

Garen Majarian, Esq.
Sahag Majarian, II, Esq.
18250 Ventura Boulevard
Tarzana, California 91356
Telephone: (818) 263-7343; (818) 609-0892 FAX

ATTORNEYS REPRESENTING DEFENDANT HERTZ

HUSCH BLACKWELL LLP

Andrew J. Weissler
aj.weissler@huschblackwell.com
8001 Forsyth Blvd., Suite 1500
St. Louis, MO 63105

**PLEASE DO NOT CALL THE COURT, HERTZ, OR HERTZ'S CORPORATE
OFFICE OR MANAGERS REGARDING THIS SETTLEMENT.**