

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

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

Attorneys for Plaintiff ANUAR ROMO on behalf of himself and others 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

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 RYAN T. KUHN IN
SUPPORT OF PLAINTIFF'S UNOPPOSED
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: December 6, 2024
Time: 1:30 a.m.
Dept.: C-70
Judge: Hon. Carolyn M. Caietti

1 I, Ryan T. Kuhn, hereby declare as follows:

2 1. I am an attorney licensed to practice law before this Court and am employed with the law firm
3 of Sullivan & Yaeckel Law Group, APC, attorneys of record for Plaintiff MARCELINO
4 ORUNO, individually and on behalf of the general public similarly situated, in the
5 above-captioned matter. I make this declaration in support of Plaintiff's Unopposed Motion for
6 Preliminary Approval of Class Action Settlement.

7 2. I have personal knowledge of the facts set forth in this declaration and if called to testify as a
8 witness, I could and would do so.

9 **Background and Investigation**

10 3. On February 22, 2022, Plaintiff Ortuno filed the Complaint in this matter. The original
11 Complaint alleged PAGA representative action claims only, under the California Labor code
12 involving, *inter alia*, (1) failure to pay minimum wages; (2) failure to pay proper overtime
13 compensation; (3) failure to provide meal breaks; (4) failure to provide rest breaks; (5) failure
14 to provide all gratuities owed; (6) failure to reimburse employees for necessary business
15 expenses; (7) failure to provide accurate itemized wage statements; and (8) failure to pay all
16 wages to upon termination. On October 6, 2022, Plaintiff filed a First Amended Complaint,
17 adding representative PAGA claims for penalties based on the same violations asserted in his
18 original complaint.

19 4. On March 14, 2022, Plaintiff propounded discovery requests on Hertz. Through these requests,
20 Plaintiff sought, among other information and documents, the identities of putative class
21 members, Defendants' compensation policies, Meal and Rest Period policies, employee
22 handbooks, wage statements, payroll records, time records, job descriptions, and reimbursement
23 policies.

24 5. Hertz provided discovery responses, documents, and objections to Plaintiff's requests. After a
25 lengthy meet and confer processes, Hertz produced, *inter alia*, Plaintiff's time and wage records,
26 copies of the relevant employee handbooks, copies of all other relevant employee policies, the
27 contents of Plaintiff's employee file, Plaintiff's time records, and itemized wage statements.

28 6. Defendant also propounded several sets of written discovery on Plaintiff. In total, it appears
there were at least 9 separate sets of written discovery exchanged between the parties.

- 1 7. Following further substantive exchanges of discovery and litigation, the parties agreed to
2 explore resolution of this matter. As part of the settlement discussions, Hertz agreed to
3 voluntarily produce and verify thousands of pages of documents. The production included all
4 relevant policies and procedures. It also included large electronic sampling of other class
5 members' time and wage data.
- 6 8. Hertz provided informal discovery which consisted of, *inter alia*, the number of current and
7 former employees who worked under the Hertz umbrella during the limitations period, meal and
8 rest period premiums paid, pay periods at issue, a redacted sampling of employee time records
9 and wage statements, as well as confirmation that various policies and agreements were
10 standard as to the class.
- 11 9. On October 2, 2023, the Parties attended a Mediation before experienced "Wage and Hour"
12 Mediator, Steve Serratore, Esq. The case did not settle on this date.
- 13 10. Subsequent to mediation, the parties conducted depositions, including the depositions of (1) the
14 Person(s) Most Knowledgeable for Hertz, and (2) Plaintiff Ortuno. Further, the Parties fully
15 briefed a Motion for Class Certification, which was never heard.
- 16 11. On October 2, 2023, the Parties attended a full day mediation before the experienced "Wage and
17 Hour" mediator, Steve Serratore. Prior to mediation, counsel for both parties agreed to the
18 informal exchange of information, and case theories and defenses pertinent to a class-wide
19 settlement. Prior to mediation, plaintiff prepared and provided a detailed mediation brief. The
20 case did not settle on this date.
- 21 12. Subsequent to the October 2, 2023 Mediation, the parties continued to litigate the case. To wit,
22 the Parties fully briefed a Motion for Class Certification. However, the parties also continued
23 settlement discussions directly between counsel, and at times, facilitated through the Mediator.
24 *Id.* Through these discussions, the Parties agreed on key terms of a settlement that would
25 globally resolve all class and representative "Wage and Hour" claims asserted in the operative
26 complaint in this Action and the related Romo Action.
- 27 13. As of November 21, 2024, the parties agreed on all final terms of the settlement which was
28 memorialized in the Agreement, which is attached to the declaration of Ryan T. Kuhn as
Exhibit A. Plaintiff now seeks the Court's preliminary approval of the Agreement.

1 **Terms of the Agreement**

- 2 14. The parties agreed to use CAC Services, LLC, as the “Settlement Administrator” for purposes
3 of providing the Notice to Settlement Class Members, issuing payments pursuant to the
4 Agreement, and to administer the claims. CAC’s sole business has been the administration of
5 class action settlements and class action notices, an area in which it has extensive experience.
- 6 15. Class Members will be entitled to an average share of approximately **\$429.66**. I calculated this
7 number by taking the total settlement amount, subtracting all contingent costs as proposed on
8 page one of the memorandum, and dividing by the estimate of 4,507 Class Members. This is
9 an estimate only as the actual share will depend on the amount of pay periods they were
10 employed during the limitations period.
- 11 16. A true and correct copy of the parties agreed upon Class Notice is attached as **Exhibit B**.
- 12 17. The Class Representative Enhancement Payments were part of good faith negotiations and are
13 intended to recognize that it was the Class Representatives (Mr. Ortuno and Romo) who
14 initiated the lawsuits, initiated the PAGA claims, provided critical documents and witnesses to
15 their attorneys, and worked with their attorneys to propound and prepare written discovery, all
16 in an effort to obtain money allegedly owed not only to themselves, but to hundreds of other
17 employees.

18 **Claims Analysis and Potential Recovery**

- 19 18. Each of the primary claims also had risks to maintaining class certification and a finding of
20 liability. If Defendants’ defenses were successful, the class would not receive anything. As is
21 set forth below, this office submits that the most realistic “best case” scenario would be an
22 average recovery per class member of approximately **\$2,371.92**, and a worst case scenario
23 would be a recovery of \$0, by way of decertification or defense verdict.
- 24 19. Given all the risks on each claim, the estimated **\$429.66** average recovery secured via this
25 settlement is a reasonable compromise and is in the best interests of the class given all the risks
26 of continued litigation.

27 **Damage Calculations**

- 28 20. The following estimated damage calculations were completed after review of the sampling of
 class member time and wage records, and after interviews with Plaintiff, and other class

members. The breakdown of the damage and penalties calculation is as follows:

Unpaid Compensation Violations: \$17.50 (average hourly rate) x 4,507 (number of employees) x 3 (years at issue in limitations period) x 8 (approximate unpaid hours per year) = \$1,892,940.00.

Meal Period Policy Violations: \$17.50 (average hourly rate) x 4,507 (number of employees) x 3 (years at issue in limitations period) x 20 (approximate meal period violations per employee in a year) = \$4,732,350.00.

Rest Period Policy Violations: \$17.50 (average hourly rate) x 4,507 (number of employees) x 3 (years at issue in limitations period) x 20 (approximate rest period violations per employee in a year) = \$4,732,350.00.

Labor Code § 226 Penalties: \$50 (per violation) x 234,903 (pay periods in limitations period) x 1 (approximate rate of violations per pay period) = \$11,745,150.00.

Labor Code §2802 Penalties: 4,507(total number of employees) x \$10 (estimated average amount of reimbursement due per employee) = \$45,070.00.

Labor Code § 203 Penalties: \$17.50 (average hourly rate) x 2.0 (hours, per day) x 30 (days, per Labor Code section 203) x 1,700 (number of former employees) = \$1,785,000.00.

“PAGA” Violations: 6 (separate Labor Code violations based on the above claims) x \$50 (per violation) x 234,903 (pay periods in limitations period) = \$7,170,900.00. The aggrieved employees are only entitled to a 25% share of this amount, which is \$1,792,725.00.

21. Based on the above, a best case recovery (which would be admittedly highly unlikely, given the factors set forth below) would be a total judgment of \$26,725,585.00.

Relevant Case Law Supports a Further Reduction on any Recovery

22. It is my opinion that it would be *highly* unlikely to ever be awarded any amount approaching the maximum damages set forth above. To wit, the majority of the damages above are “derivative” penalties under PAGA, Labor Code § 203 and Labor Code § 226.
23. Please see the analysis of the relevant case law cited in the memorandum (pp.11) which allows significant mitigation of PAGA penalties, which prohibits stacking of multiple penalties for the same underlying conduct and declines to automatically award §§ 203 and 226 penalties for meal and rest break violations without a further evidentiary showing.

1 24. Our office believes a mitigation of the damages and potential PAGA penalties would be
2 warranted here. Defendants stepped up to discuss early resolution. Defendants also committed
3 to make changes to the challenged timekeeping and meal and rest period policies after receiving
4 notice of this lawsuit. Also, as in the *Carrington* case (which was handled by this office), there
5 is evidence that Defendant attempted to provide meal and rest periods *in practice*, even where
6 the breaks were missed. Given this, it is likely that any violations by Defendant were not
7 “willful.” Finally, given the defenses raised by Defendant to maintaining this matter as a class
8 or representative action, there was a significant risk that many of the claims would not have
9 even been able to survive to a trial.

10 25. As to the ex-employee claim pursuant to Labor Code § 203, the parties agree the failure to pay
11 “ex-employees” claim is derivative of the other claims. As Defendants are able to assert a “good
12 faith dispute” for withholding any unpaid wages, it would be difficult to establish any liability
13 for a “willful” failure to pay wages owed.

14 26. Given my experience, I believe it would be likely that PAGA penalties would be reduced to
15 approximately \$5 a violation, and the Court would decline to impose Labor Code § 203 and
16 Labor Code § 226 penalties.

17 27. If this happened, the realistic anticipated “best case” judgment following trial would be
18 approximately \$26,725,585.00. Discounting 40% for contingent costs (fees and costs award,
19 enhancement bonus, administration, etc.), the average class member’s share of this recovery
20 would be **\$2,371.92**. (\$10,690,234.00 divided by 4,507 class members). Given our office’s
21 analysis, I submit this number is the most likely “best case” recovery per class member. Given
22 all the risks on each claim the estimated **\$2,371.92** average recovery secured via this settlement
23 is a reasonable compromise and is in the best interests of the class given all the risks of
24 continued litigation.

25 **Analysis of Risk on Each Potential Claim**

26 28. Plaintiff’s unpaid wages (and unpaid overtime) claims were based on the allegation that
27 employees were performing unpaid work (1) due to the Hertz standard timekeeping system
28 which “rounded” employee time entries, and (2) caused other losses due to certain alleged
“transitional math errors” caused by the payroll system. Plaintiff alleged this resulted in regular

1 time and overtime pay being owed where Defendants were on notice of work being performed
2 without pay. Defendants argued that rounding of total hours worked has been recognized under
3 California law. Defendants also denied that any unpaid work occurred, and even if some did
4 occur, Hertz claimed it was not on notice of these alleged Labor Code violations and had a strict
5 written prohibition against off-the-clock work and a mandate that all time worked must be
6 accurately recorded. Hertz asserted proof of these alleged violations would require
7 individualized inquiries, which could make any PAGA claims unmanageable.

8 29. As to meal and rest period claims, Plaintiff was able to identify hundreds of examples of
9 “missing,” and “late,” Meal Periods, without the provision of a Meal Period Penalty payment.
10 However, Defendant argued that these records do not conclusively show whether (1) Hertz
11 actually failed to provide the meal period, (2) there was a voluntary waiver, (3) employees
12 forgot to clock out, (4) employees voluntarily chose to skip or take them late even though they
13 were provided or (5) whether the individual was working on a federal enclave and therefore
14 lacked standing to bring a Meal and Rest period claim. Defendant further argued that evidence
15 existed that rebutted any presumption that the same records could be used as a basis for
16 determining liability. Additionally, in light of the written Meal and Rest Period policy, Hertz
17 contended there was no uniform policy or practice of denying Meal and Rest Periods, requiring
18 individualized inquiries that would make any PAGA claims unmanageable. Additionally, in
19 light of Hertz's written meal period policy and the wide variations in alleged violations,
20 Defendant contended there was no uniform policy or practice, requiring individualized inquiries
21 that would make any PAGA claims unmanageable.

22 30. Plaintiff alleges that the Rest Period policy (1) contained patently illegal language restricting
23 employees to the work premises, and (2) lacks additional required statutory language. Plaintiff
24 also alleged the Defendant's written policies improperly restricted class members from leaving
25 the premises during their Rest Periods, among other deficiencies. Hertz pointed out that it
26 provided for adequate breaks and argued that witness testimony would demonstrate that in
27 practice, no restriction on Rest Periods was ever enforced. Hertz also contended individualized
28 inquiries abound as to why individual employees may have failed to take appropriate Meal or
Rest Periods.

1 31. As to the wage statement claims, Plaintiff acknowledges that these claims are largely derivative,
2 in that both the gross and net wages could be found to be inaccurate, due to the
3 above-referenced claims. Hertz argued that the failure to list gross and net wages are derivative
4 of other claims that may ultimately fail and as a result there is no "knowing and intentional
5 failure" to list information, which triggers liability under Labor Code §226(e). Defendant (as
6 with the underlying Meal and Rest Period claims) maintained individualized inquires would
7 abound as to why breaks were missed and whether Meal Period Premiums should have been
8 paid in the first place, requiring individualized inquiries that would make any PAGA claims
9 unmanageable.

10 32. The California Supreme Court has recently held that the failure to pay meal and rest period
11 premiums *may* give rise to a claim for inaccurate wage statements (or waiting time penalties).
12 However, such derivative liability is not automatic and the Plaintiff still must show a "knowing
13 and intentional" or "wilful" failure to comply with the Labor Code. See *Naranjo v. Spectrum*
14 *Security Services, Inc.* (2022) 13 Cal.5th 93,109. Defendants (as with the underlying meal and
15 rest period claims) maintained individualized inquires would abound as to why breaks were
16 missed and whether meal and rest period premiums should have been paid, requiring
17 individualized inquiries that would make any PAGA claims unmanageable.

18 33. Plaintiff contend that Hertz violated Labor Code section 2802 by failing to reimburse its
19 employees for certain costs, including cellular phone costs, work supplies and mileage. Hertz
20 countered that it has a comprehensive written policy for expense reimbursements in its
21 employee handbook.

22 34. Based on all of the above, my experience, and all the information within the moving papers, I
23 submit that this proposed Settlement is fair, adequate and reasonable. I also submit it is well
24 within the accepted range of recoveries for similar wage and hour class actions.

25 **Certification of the Proposed Settlement Class is Appropriate**

26 35. Here, Defendant's records show that approximately **4,507 class members** worked for the
27 company during the limitations period.

28 36. Here, for purposes of the Settlement, the parties agree the claims of Class Members all involve
the same questions of law and fact. Namely, all class members were subject to the same

employment policies and practices of Defendant.

37. The proposed class representative has no adverse interests to the class. Plaintiff is paid based on the same formula as other class members and have claims substantially the same as all the other Class Members.

38. Additionally, any Class Member who wishes to “opt out” of the Settlement may do so and retain all of their individual rights. Therefore there is no conflict of interest between the Class Representatives and the Class Members. Thus, at least for settlement purposes, we submit the adequacy prong is met.

39. Given that there are 4,507 individuals, it would be preferable to resolve all of the Class Members’ claims by means of a class-wide settlement than to require each Class Member to litigate his or her individual claims.

Preliminary Approval of the Class Action Settlement Is Proper

40. When negotiating the Settlement, both sides took into account the strengths and weaknesses of their opponent’s positions as pointed out by mediator Steve Serratore, the data available to evaluate liability and damages, the lack of data or evidence on certain issues, and the substantial and evolving law applicable to the merits of the claims. The Agreement was only agreed to after extensive arms-length negotiations resulting in a unique compromise that permits all parties to move forward and bring this action to close. Despite a mutual desire to resolve this action, the negotiations remained at all times adversarial.

41. I believe this settlement is in the best interest of the class as it provides (1) a guaranteed favorable result; (2) guaranteed monetary recovery over a reasonably short period of time, as opposed to possibly waiting additional years for a potentially worse result; and (3) significant savings in attorneys’ fees and costs, which would have increased had the case progressed through trial and possible appeals.

42. Without entering into the Agreement, there existed a significant chance that Defendants would prevail on the merits of some or all claims and that Class Members would receive nothing. Through the Agreement, participating Class Members receive guaranteed cash, and this action has also been the catalyst for programmatic relief.

43. If the litigation were to proceed in lieu of settlement, additional and substantial attorneys fees

1 and costs, expert witnesses fees would quickly accumulate. Given the numerous claims being
2 litigated, the parties may be required to hire multiple experts each (as many as 8 total). This
3 would result in not only the production of eight expert reports, but eight depositions as well.
4 And, based on previous discussions between counsel regarding the remaining claims (including
5 the PAGA claims), I anticipated at least one motion to compel, and two dueling motions for
6 summary judgment / adjudication (one from each side).

7 44. Importantly, even after engaging in all of the potential continued and protracted litigation set
8 forth above, the putative class would continue to have no guarantee of success on any of the
9 claims advanced in this case. Thus, the parties and their counsel believe in good faith that the
10 proposed resolution is a fair, reasonable, and adequate compromise.

11 45. The parties had fully briefed a Motion for Class Certification at the time of settlement.
12 Defendant presented multiple different defenses to certification. As the Court never ruled on
13 the Motion, neither side had a decided advantage in the litigation. Even if Plaintiff did obtain
14 class certification of the claims, each claim is subject to substantial risk of a Defense verdict at
15 trial.

16 46. Plaintiff's counsel has also interviewed several Class Members in the course of investigating
17 and litigating this matter. Counsel has also reviewed hundreds of pages of documents produced
18 by Defendants, Plaintiffs, and Class Members. This information, along with documents and
19 information obtained through formal discovery and from Class Members, allowed Plaintiff's
20 counsel to prepare a detailed Mediation Brief. The Brief was provided to opposing counsel and
21 contained a breakdown of potential damages based on all of the information obtained from all
22 Parties. Hertz also provided a detailed mediation brief, outlining its defenses to both class
23 certification and liability.

24 47. Class Counsel has considerable experience in wage and hour and class action litigation.
25 William Sullivan has over 30 years of experience, 29 years of which has been devoted to both
26 prosecuting and defending class action litigation. Mr. Yaeckel has over 14 years of experience
27 in "class litigation." Mr. Kuhn has 6 years of experience in class action litigation.

28 48. Based on this experience, and all other relevant factors addressed above, our firm believes the
Agreement to represent a fair, adequate and reasonable settlement that is well within the

1 accepted range of recoveries for similar wage and hour class actions. We further believe the
2 Agreement is in the best interests of the Settlement Class Members.

3 49. Based on this experience, we also believe the \$180,000 allocation towards the PAGA claims
4 is a fair, reasonable, and adequate allocation, especially given the risks of mitigation identified
5 above.

6 50. Prior to preliminary approval, what can be said of the reaction the class members is limited.
7 However, our office has spoken to some Class Members since the parties reached a proposed
8 settlement agreement, and all were in favor of the settlement.

9 51. The proposed class in this case is sufficiently cohesive because, for purposes of the Settlement
10 only, the parties have stipulated that all class certification elements are met.

11 52. Additionally, Defendant failed to pay Plaintiffs and members of the Class sick pay at the correct
12 rate. Plaintiffs received compensation in addition to hourly wages, but those additional amounts
13 were not included when calculating sick pay wages. For example, Plaintiff ROMO received
14 shift differentials in addition to his hourly wages while employed by Defendant, which was not
15 factored into his sick pay wages. By failing to pay Plaintiffs and Class Members for sick pay
16 at the correct rate, Defendant willfully violated Labor Code section 246. The value of this claim
17 was included in the calculation of the total value of the Labor Code 203 claim.

18
19 I declare under penalty of perjury under the laws of the State of California that the foregoing is
20 true and correct. Executed this 22nd day of November, 2024.

21
22 
23 RYAN T. KUHN

EXHIBIT A

1 Eric K. Yaeckel [CSB No. 274608]

2 yaeckel@sullivanlawgroupapc.com

3 Ryan T. Kuhn [CSB No. 324538]

4 ryan@sullivanlawgroupapc.com

5 **SULLIVAN & YAECKEL LAW GROUP, APC**

6 2330 Third Avenue

7 San Diego, California 92101

8 (619) 702-6760 * (619) 702-6761 FAX

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

12 [Additional counsel on next page]

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **COUNTY OF SAN DIEGO**

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

18 Plaintiff,

19 v.

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

24 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**

1 **BRADLEY/GROMBACHER, LLP**

2 Marcus Bradley, Esq. (SBN 174156)
3 Kiley Grombacher, Esq. (SBN 245960)
4 Lirit King, Esq. (SBN 252521)
5 31365 Oak Crest Drive, Suite 240
6 Westlake Village, CA 91361
7 Telephone: (805) 270-7100
8 Facsimile: (805) 618-2939
9 Email: mbradley@bradleygrombacher.com
10 Email: kgrombacher@bradleygrombacher.com
11 Email: lking@bradleygrombacher.com

12 **MAJARIAN LAW GROUP APC**

13 Garen Majarian, Esq. (SBN 334104)
14 Sahag Majarian, II, Esq. (SBN 146621)
15 18250 Ventura Boulevard
16 Tarzana, California 91356
17 Telephone: (818) 263-7343
18 Facsimile: (818) 609-0892
19 E-Mail: garen@majarianlawgroup.com
20 E-Mail: sahagii@aol.com

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

22 Andrew J. Weissler
23 aj.weissler@huschblackwell.com

24 **HUSCH BLACKWELL LLP**

25 8001 Forsyth Blvd., Suite 1500
26 St. Louis, MO 63105
27 *Attorneys for The Hertz Corporation and DTG Operations,*
28

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

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

2 1.9 "Class Data" means identifying information in Hertz's possession for the Class,
3 including each Class Member's name, last-known mailing address, Social Security number, and
4 number of Class Period Workweeks and PAGA Pay Periods.

5 1.10 "Class Member" means a member of the Class.

6 1.11 "Class Member Address Search" means the Administrator's investigation and
7 search for current Class Member mailing addresses using all reasonably available sources, methods,
8 and means including, but not limited to, the National Change of Address database, skip traces, and
9 direct contact by the Administrator with Class Members.

10 1.12 "Class Notice" means the Court Approved Notice of Class Action Settlement and
11 Hearing Date for Final Court Approval, to be mailed to Class Members in English in the form,
12 without material variation, attached as **Exhibit A** and incorporated by reference into this
13 Agreement.

14 1.13 "Class Period" means the period from June 30, 2021, to the date of Preliminary
15 Approval of the Settlement.

16 1.14 "Class Representatives" means the Plaintiffs.

17 1.15 "Class Representative Service Payment" means the payment to the Class
18 Representative for initiating the Action and providing services in support of the Action.

19 1.16 "Court" means the Superior Court of California, County of San Diego.

20 1.17 "Defense Counsel" means Andrew J. Weissler of Husch Blackwell LLP.

21 1.18 "Effective Date" means: (i) if no objections are made prior to the Final Approval
22 Hearing, the date on which the Court grants Final Approval and enters Final Judgment or (ii) if one
23 or more objections are made prior to the Final Approval Hearing, (a) the date of final affirmance
24 on an appeal of the Judgment; (b) the date on which the time for a petition to review the Judgment
25 expires, (c) if review is granted, the date of final affirmance of the Judgment following review, (d)
26 the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding
27 to review the Judgment; (e) if no appeal is filed, the expiration date for filing any appeal from the
28 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 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following
2 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
3 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
4 Litigation Expenses Payment, and the Administration Expenses Payment.

5 1.29 “Non-Participating Class Member” means any Class Member who opts out of the
6 Settlement by sending the Administrator a valid and timely Request for Exclusion.

7 1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee
8 worked for Hertz for at least one day during the PAGA Period.

9 1.31 “PAGA Period” means the period from June 30, 2021, through the date of
10 Preliminary Approval of the Settlement.

11 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

12 1.33 “PAGA Notice” means Plaintiff Ortuno’s February 8, 2022, and Plaintiff Romo’s
13 November 7, 2022, letters to Hertz and the LWDA, providing notice pursuant to Labor Code section
14 2699.3, subdivision (a).

15 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
16 the Gross Settlement Amount (\$180,000.00), allocated 25% to the Aggrieved Employees
17 (\$45,000.00) and 75% to LWDA (\$135,000.00) in settlement of PAGA claims.

18 1.35 “Participating Class Member” means a Class Member who does not submit a valid
19 and timely Request for Exclusion from the Settlement.

20 1.36 “Plaintiffs” means Marcelino Ortuno and Anuar Romo, the named plaintiffs in the
21 Action.

22 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
23 the Settlement.

24 1.38 “Released Class Claims” means the claims being released as described in Paragraph
25 5.2 below.

26 1.39 “Released PAGA Claims” means the claims being released as described in
27 Paragraph 5.3 below.

28 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

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

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

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

1 (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
2 (\$45,000.00) by the total number of PAGA Period Pay Periods worked by all
3 Aggrieved Employees during the PAGA Period and (b) multiplying the result by
4 each Aggrieved Employee's PAGA Period Pay Periods. Each Aggrieved Employee
5 assumes full responsibility and liability for any taxes owed on their Individual
6 PAGA Payment.

7 3.2.5.2 If the Court approves PAGA Penalties of less than the amount
8 requested, the Administrator shall allocate the remainder to the Net Settlement
9 Amount. The Administrator will report the Individual PAGA Payments on IRS 1099
10 Forms.

11 **4. SETTLEMENT FUNDING AND PAYMENTS.**

12 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
13 records to date, Hertz estimates, and Plaintiff agrees, there are 4,507 Class Members who
14 collectively worked a total of approximately 234,903 Workweeks during the Class Period and
15 PAGA Period (which cover the same time periods).

16 4.2 Class Data. Not later than ten (10) days after the Court grants Preliminary Approval
17 of the Settlement, Hertz will simultaneously deliver the Class Data to the Administrator, in the form
18 of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator
19 must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement
20 and for no other purpose, and restrict access to the Class Data to Administrator employees who
21 need access to the Class Data to effect and perform under this Agreement. Hertz has a continuing
22 duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member
23 identifying information and to provide corrected or updated Class Data as soon as reasonably
24 feasible. Without any extension of the deadline by which Hertz must send the Class Data to the
25 Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to
26 reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

27 4.3 Funding of Gross Settlement Amount. Hertz (or its counsel) shall ensure it has fully
28 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:

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

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

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

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

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

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

15 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
16 Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together on
17 behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the
18 disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval
19 on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously
20 work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
21 modify the Agreement and otherwise satisfy the Court’s concerns.

22 **7. SETTLEMENT ADMINISTRATION.**

23 7.1 Selection of Administrator. The Parties have jointly selected CAC Services Group,
24 LLC to serve as the Administrator and verified that, as a condition of appointment, CAC Services
25 Group, LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties
26 specified in this Agreement in exchange for payment of Administration Expenses. The Parties and
27 their Counsel represent that they have no interest or relationship, financial or otherwise, with the
28 Administrator other than a professional relationship arising out of prior experiences administering

1 settlements.

2 7.2 Employer Identification Number. The Administrator shall have and use its own
3 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
4 reports state and federal tax authorities.

5 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that
6 meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation
7 section 468B-1.

8 7.4 Notice to Class Members.

9 7.4.1 No later than three (3) business days after receipt of the Class Data, the
10 Administrator shall notify Class Counsel that the list has been received and state the number of
11 Class Members, Aggrieved Employees, and Workweeks in the Class Data.

12 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 7 days
13 after receiving the Class Data, the Administrator will send to all Class Members identified in the
14 Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this
15 Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar
16 amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class
17 Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate
18 these amounts. Before mailing Class Notices, the Administrator shall update Class Member
19 addresses using the National Change of Address database.

20 7.4.3 Not later than three (3) business days after the Administrator’s receipt of any Class
21 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
22 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
23 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
24 the most current address obtained. The Administrator has no obligation to make further attempts to
25 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
26 time.

27 7.4.4 The deadlines for Class Members’ written objections, Challenges to Workweeks
28 and/or Pay Periods and Requests for Exclusion will be extended an additional fourteen (14) days

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

4 7.4.5 If the Administrator, Hertz or Class Counsel is contacted by or otherwise discovers
5 any persons who believe they should have been included in the Class Data and should have received
6 Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on
7 whether to include them as Class Members. If the Parties agree, such persons will be Class
8 Members entitled to the same rights as other Class Members, and the Administrator will send, via
9 email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement
10 not later than fourteen (14) days after receipt of Class Notice, or the deadline dates in the Class
11 Notice, which ever are later.

12 7.5 Requests for Exclusion (Opt-Outs).

13 7.5.1 Class Members who wish to exclude themselves (that is, opt-out of) from
14 the Settlement must send the Administrator, by fax, email, or mail, a signed written Request
15 for Exclusion not later than thirty (30) days after the Administrator mails the Class Notice
16 (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request
17 for Exclusion is a letter from a Class Member or his/her/their representative that reasonably
18 communicates the Class Member's election to be excluded from the Settlement and includes
19 the Class Member's name, address and email address or telephone number. To be valid, a
20 Request for Exclusion must be timely faxed, emailed, or postmarked by the Response
21 Deadline.

22 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because
23 it fails to contain all the information specified in the Class Notice. The Administrator shall
24 accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
25 identity of the person as a Class Member and the Class Member's desire to be excluded.
26 The Administrator's determination shall be final and not appealable or otherwise
27 susceptible to challenge. If the Administrator has reason to question the authenticity of a
28 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,

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

6 10.1 Response to Objections. Each Party retains the right to respond to any objection
7 raised by a Participating Class Member, including the right to file responsive documents in Court
8 no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or
9 accepted by the Court.

10 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
11 Approval on any material change to the Settlement (including, but not limited to, the scope of
12 release to be granted by Class Members), the Parties will expeditiously work together in good faith
13 to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval
14 without increasing the Gross Settlement Amount. The Court’s decision to award less than the
15 amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment,
16 Class Counsel Expenses Payment, and/or Administrator Expenses Payment shall not constitute a
17 material modification to the Agreement within the meaning of this Section 10.2.

18 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
19 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
20 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters,
21 and (iii) addressing such post-Judgment matters as are permitted by law.

22 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
23 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
24 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
25 counsel and all Participating Class Members who did not object to the Settlement as provided in
26 this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment
27 and appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
28 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]
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
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

Date: 11-20-2024

PLAINTIFF MARCELINO ORTUNO

Marcelino Ortuno
Marcelino Ortuno

Date: _____

PLAINTIFF ANUAR ROMO

Anuar Romo

Date: _____

DEFENDANT THE HERTZ
CORPORATION

By: _____
Its: _____

Date: _____

DEFENDANT DTG OPERATIONS, INC.

By: _____
Its: _____

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

Date: 11/22/24

SULLIVAN & YAECKEL LAW GROUP, APC

By: Ryan Kuhn
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: A.J. Weissler
Andrew J. Weissler
Attorney for Defendants THE HERTZ
CORPORATION and DTG OPERATIONS, INC.

EXHIBIT B

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 [date of preliminary approval]. 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 [the date of preliminary approval]) (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 [the date of preliminary approval] (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 \$_____; (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 [insert date of preliminary approval]) 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 [the date of preliminary approval of the Settlement] (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 [INSERT NUMBER OF weeks] weeks during the Class Period and [] pay periods during the PAGA Period. Hertz. our 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 _____. 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: <<AMOUNT>>. The estimated value of each pay period for purposes of calculating Settlement Payments to all PAGA Group Members is approximately: <<AMOUNT>>.

Your estimated total settlement amount is <<AMOUNT>>. 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 [insert date of preliminary approval by the Court].

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 _____ (30 calendar days after mailing of this Notice) (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, _____, located at _____. 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 _____, 2025, at _____ 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 _____ or fax to _____ on or before _____, 2024 (30 calendar days after mailing of this Notice, plus an additional 14 days if your class notice). 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 _____ 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) 618-2939FAX

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.**

EXHIBIT C

PROPOSED FEES & EXPENSES

RE: **Ortuno v. Hertz**

Proposal Dated: **October 16, 2024**

CAC SERVICES GROUP - CONFIDENTIAL

Key Assumptions

Class Size - Class Members		100.00%	4,000	Persons
Notification				
Direct Mail	(% of Total Class)	100.00%	4,000	Pieces
Returned Mail Processing				
Returned for Non-Delivery	(% of Total Class)	18.00%	720	Pieces
Address Change Post Office	(% of Total Class)	0.50%	20	Pieces
Address Change Correspondence	(% of Total Class)	0.50%	20	Pieces
Exclusion / Opt Out	(% of Total Class)	0.10%	4	Pieces
Claim Form Processing				
Claim Forms Received	(% of Total Class)	0.00%	0	Pieces
Distribution				
Payments - Valid Claims	(% of Total Class - Opt Outs)	99.90%	3,996	Pieces

Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Program Set-Up & Reporting					\$ 350.00
Class Member Database	1	N/A	\$ 350.00	\$ 350.00	
Direct Mail Notification					\$ 3,650.00
NCOA / CASS / LACS Processing	1	N/A	\$ 150.00	\$ 150.00	
Notice Package	4,000	Pcs	\$ 0.875	\$ 3,500.00	
<i>The notice package includes the following (English Only):</i>					
▶ 50# 8.5" x 11" Notice (6 pages)			▶ #10 Window Envelope		
Returned Mail Processing					\$ 1,455.20
Notices Returned for Non-Delivery (RFND)					
Process RFND Mail	720	Pcs	\$ 0.250	\$ 180.00	
Skip Trace RFND Mail	720	Pcs	\$ 0.750	\$ 540.00	
Re-print Notice Package	504	Pcs	\$ 1.300	\$ 655.20	
<i>Estimate: 70% of RFND is traceable</i>					
Notices returned as Address Change Post Office (ACPO)					
Process ACPO Mail	20	Pcs	\$ 0.500	\$ 10.00	
Re-print Notice Package	20	Pcs	\$ 1.300	\$ 26.00	
Address Change Correspondence (ACCO)					
Process ACPO Mail	20	Pcs	\$ 0.500	\$ 10.00	
Re-print Notice Package	20	Pcs	\$ 1.300	\$ 26.00	
Receive Request for Exclusion					
Process Request for Exclusion	4	Pcs	\$ 2.000	\$ 8.00	
Claims Processing					\$ -
Receive, Process and Validate Claim Forms	0	Pcs	\$ 1.500	\$ -	

Program Requirements	Estimated Quantity	Units	Per Unit	Cost	Estimated Total
Fund Distribution					\$ 5,974.50
Print and Mail Payment	3,996	Pcs	\$ 1.125	\$ 4,495.50	
▶ 60# MOCR Bond 8.5" x 11" Check; Top Third Tear-Away					
▶ 45# 8.5" x 11" Form 1099 (1 page)					
▶ 45# 8.5" x 11" Form W-2 (2 pages)					
▶ #10 Window Envelope - Security Tint					
Payment Reissue	120	Pcs	\$ 2.000	\$ 240.00	
<i>Estimate: 3% of check distribution</i>					
Check Clearing	3,996	Pcs	\$ 0.250	\$ 999.00	
Fund Management / Bank Fees	6	Months	\$ 40.000	\$ 240.00	
Tax Reporting					\$ 700.00
Annual Fee - Qualified Settlement Fund Taxes	1	Years	\$ 350.00	\$ 350.00	
<i>Federal & State Filings</i>					
Quarterly/Annual Payroll Taxes	1	Years	\$ 350.00	\$ 350.00	
<i>Employer/Employee Withholding/Reporting</i>					
Postage¹⁾					\$ 5,175.80
Postage - Notice Package	4,000	Pcs	\$ 0.590	\$ 2,360.00	
Postage - Remails, Notice Package	544	Pcs	\$ 0.690	\$ 375.36	
Postage - BRM Claim Forms Received	0	Pcs	\$ 0.757	\$ -	
Postage - Check Distribution	3,996	Pcs	\$ 0.590	\$ 2,357.64	
Postage - Re-issue, Check Distribution	120	Pcs	\$ 0.690	\$ 82.80	
<i>Postage will be invoiced at cost</i>					
Program Management					\$ 3,670.00
Principal Consultant	1	Hours	\$ 150.00	\$ 150.00	
Project Manager	2	Hours	\$ 125.00	\$ 250.00	
Technical Consultant	10	Hours	\$ 135.00	\$ 1,350.00	
Support Staff	32	Hours	\$ 60.00	\$ 1,920.00	
Grand Total²⁾					\$ 20,975.50



Other Project-Related Costs	Units	Cost
FedEx / UPS Shipments	N/A	At Cost
Photocopies	Per Copy	\$ 0.15
Storage of 1.2 Cubic Foot Boxes	Box/Month	\$ 0.75
Removal and Secured Destruction of 1.2 Cubic Foot Boxes	Per Box	\$ 3.00
Project-Related Materials	N/A	At Cost
Other Case-Related Out-of-Pocket Expenses	N/A	At Cost

Other CAC Services ³⁾	Hourly Rate
Principal Consultant	\$ 150.00
Senior Consultant	\$ 140.00
Technical Consultant	\$ 135.00
Project Manager	\$ 125.00
Project Supervisor	\$ 80.00
Support Staff	\$ 60.00

Notes:

- 1) Postage is estimated and will be qualified for automation discounts.
- 2) The grand total reflects the estimated quantities of individual tasks performed. Should the actual quantities differ from the estimated quantities of tasks performed, the grand total (billable amount) will reflect such changes. Estimates were based on the assumptions listed above.
- 3) Fees for project-related services, other than what is covered elsewhere in this proposal, will be charged at CAC's standard hourly rate shown above. The above rates are effective as of February 2024. The rates are subject to possible revision on an annual basis, during the contract period, to allow for possible hourly rate changes.

