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Attorneys for Plaintiff PAUL BELL,
individually, and on behalf of others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

PAUL BELL, individually, and on behalf of others similarly situated,

Plaintiff,

vs.

ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive,

Defendants.

Case No. 25CV-0672

DECLARATION OF BRUCE WEISENBERG IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT

Date:
Time:
Dept.: 2
Judge: Hon. Craig B. Van Rooyen

[Filed and served concurrently with Notice of Motion and Motion for Approval of PAGA Settlement]

DECLARATION OF BRUCE WEISENBERG

I, Bruce Weisenberg, hereby declare as follows:

1. I am an attorney at law with the law firm of Weisenberg Law, co-counsel with my former firm, RD Law Group, LLP, for Plaintiff Paul Bell ("Plaintiff"). I make this declaration on the basis of personal first-hand knowledge or on the basis of information and belief after a due and diligent investigation. If called as a witness, I could and would testify to all matters stated herein.

2. This Declaration is submitted in support of Plaintiff's Motion for Approval of PAGA Settlement.

The Parties

3. Defendant Enterprise Rent-a -Car Company of Los Angeles, LLC ("Defendant" or "Enterprise") operates rental car locations in Southern California and in the Central Coast region, including in San Luis Obispo County. Plaintiff worked as a non-exempt employee for Defendant.

4. If this settlement is approved by the Court, the parties estimate that there will be approximately 6,224 Settlement Members in this case.

5. As defined in the Settlement Agreement Regarding PAGA Claims ("Agreement" or "Settlement"), the term "Settlement Members" refers to all persons employed by Defendant in California during the PAGA Period.

Procedural History

6. On July 21, 2025, pursuant to Labor Code section 2699.3, Plaintiff gave written notice by online filing to the California Labor and Workforce Development Agency ("LWDA") and by certified mail to Defendant of his intent to bring a claim under the California Private Attorneys General Act of 2004 ("PAGA") ("PAGA Notice"). The LWDA designated this as case number LWDA-CM-1113373-25.

7. A true and correct copy of Plaintiff's PAGA Notice and the LWDA's e-mail confirmation receipt, along with a screen capture of the case detail page from the LWDA's PAGA case search website, are attached collectively hereto as Exhibit 1.

8. More than 65 days passed after the letter was sent to the LWDA, and the LWDA at no

time indicated that it intended to investigate the alleged violations referenced in the letter.

9. On October 17, 2025, Plaintiff filed a Complaint in San Luis Obispo County Superior Court, asserting claims for wage and hour violations, which included Plaintiff's individual wage and hour claims, as well as representative PAGA claims on behalf of all employees of Defendant in California.

Discovery and Investigation

10. There are three separate Enterprise Rent-A-Car companies in California, operating in three distinct regions, as follows:

- Enterprise Rent-A-Car Company of Los Angeles, LLC operates in Southern California and in the Central Coast region, including in San Luis Obispo County.
- Enterprise Rent-A-Car Co of San Francisco, LLC ("ERAC-San Francisco") operates in Northern California.
- Enterprise Rent-A-Car Company of Sacramento, LLC ("ERAC-Sacramento") operates in the Central Valley.

11. In 2024, RD Law Group, LLP was retained by employees of ERAC-San Francisco and ERAC-Sacramento, to bring a PAGA action against those entities. We filed that action in Humboldt County Superior Court, designated as Case No. CV2500406, and entitled *Jason Catlow, et al. v. Enterprise Rent-A-Car Company of Sacramento, LLC, et al.* (the "*Catlow* Case"). The *Catlow* Case was ultimately settled, as will be discussed further below.

12. In my investigation of facts relevant to the *Catlow* Case, I researched and reviewed a PAGA settlement that had recently been approved by the Los Angeles Superior Court in the case of *Nistico v. Enterprise Rent-A-Car Company of Los Angeles*. That settlement was approved by the Los Angeles Superior Court on April 30, 2024 (Exhibit 2 hereto is a true and correct copy of the Order Granting Approval of PAGA Settlement). Page 3 of that *Nistico* Order states that the settlement amount in the *Nistico v. Enterprise* case was $964,649.73. I have reviewed the moving papers from the *Nistico v. Enterprise* case, and they reveal that the number of pay periods at issue was 257,551, which means that *Nistico v. Enterprise* settled for $3.745 per pay period. Plaintiff's counsel in the

Nistico case was Matern Law Group, PC, which is a well-known and well-regarded firm. I looked up Matern Law Group, PC, on Trellis (a database allowing searches of the trial court documents of most California court cases and can be sorted by law firm), and they have prosecuted hundreds of PAGA cases to settlement. True to Matern's reputation, my review of the record in the *Nistico* matter showed that the settlement there was achieved after more than two years of contentious litigation. As such I concluded that their results would provide a reliable benchmark of the results a prominent and aggressive law firm could achieve in a similar matter.

13. In the *Catlow* Case, Plaintiff and I, along with my colleagues at RD Law Group, ultimately determined that $3.745 per pay period (the same result the Matern firm had achieved) was an appropriate settlement amount per pay period, and so the parties agreed to settle the *Catlow* Case for this same amount per pay period (the *Nistico* case had approximately double the number of pay periods, so the *Nistico* total settlement amount was approximately double the total settlement amount in the *Catlow* Case). That *Catlow* settlement was approved by the Humboldt County Superior Court on March 24, 2025 (Exhibit 3 hereto is a true and correct copy of the Order Granting Approval of PAGA Settlement).

14. In January of 2025, Paul Bell (Plaintiff in the present case) retained my law firm at the time (RD Law Group, LLP), to file suit against Enterprise Rent-A-Car Company of Los Angeles, LLC, his former employer. I was very pleased by this, because I felt that the *Catlow* litigation and settlement (with the San Francisco and Sacramento entities) had vindicated important employee rights and had obtained significant monetary recovery for both the LWDA and for the aggrieved employees. I was very pleased at the thought of repeating that success, with respect to the Los Angeles entity.

15. Prior to filing the present case, we waited until the *Catlow* settlement was completed, settlement funds disbursed to the aggrieved employees, etc. My co-counsel, RD Law Group, LLP represented by Alex Derval and Eva Abrams, and I filed the present case on October 17, 2025. After many months of negotiation, we were able to achieve a larger settlement amount per pay period than was achieved in the *Nistico* and *Catlow* cases -- as discussed further below, we obtained $3.92 per

pay period, rather than $3.745 per pay period.

16. For the Court's convenience, the Proposed Order Granting Approval in the present case is modeled after the Orders Granting Approval in the *Nistico* and *Catlow* cases.

17. Prior to reaching the Settlement, Weisenberg Law and RD Law Group, LLP (collectively, "Plaintiff's Counsel") researched and investigated Plaintiff's claims and Defendant's anticipated defenses. Plaintiff's Counsel required, and Enterprise produced, the following discovery documents and information:

- The complete employee file of Plaintiff
- The complete payroll records of Plaintiff
- Sample wage statements
- A five-percent (5%) random sampling of the alleged aggrieved employees' timesheets for a randomly-selected portion of the PAGA Period. Plaintiff's Counsel analyzed the data for missed, short, and late meal periods and determined the violation rates.
- Relevant Enterprise policy documents, including (a) Enterprise's "Personnel Policies Summary," which applies nationwide, (b) Enterprise Rent-A-Car Company of Los Angeles's "Addendum" to the nationwide policies, which adds policies which are peculiar to California and/or Los Angeles.

18. Based on the foregoing informal discovery and investigation, and with the assistance of a skilled mediator, Plaintiff's Counsel was able to intelligently and effectively negotiate the proposed Settlement.

Settlement Negotiations

19. On July 21, 2025, Plaintiff's Counsel and Plaintiff sent what is sometimes referred to as a "PAGA Letter" to the LWDA and to Enterprise on behalf of Plaintiff, in compliance with California Labor Code Section 2699.3. Counsel for the parties engaged in settlement discussions by telephone. Plaintiff's Counsel required, and Enterprise produced, the discovery documents and information enumerated above. Eventually, the parties agreed to engage in mediation with the Honorable Thomas L. Willhite, who served on the California Court of Appeal-Second District from

2005 until 2023, where he gained extensive experience and expertise regarding PAGA cases. The parties attended mediation with Justice Willhite on August 21, 2026.

20. Following a successful mediation, the Settlement Agreement Regarding PAGA Claims ("Agreement" or "Settlement") was fully executed as of October 1, 2026. Concurrently with the filing of the Motion, as Labor Code section 2699(s)(2) requires, Plaintiff submitted a copy of the Agreement to the LWDA, along with copies of Plaintiff's Motion for Approval of PAGA Settlement and the Declaration of Bruce Weisenberg in support thereof. True and correct copies of the Agreement and the LWDA's e-mail confirmation receipt are attached hereto as Exhibits 4 and 5, respectively. The Notice that will be sent with the checks to the Settlement Members is attached as Exhibit C to the Agreement.

Amount in Controversy and Risks Associated with Proceeding with the Action

21. PAGA penalties in California are assessed against employers for Labor Code violations and have a base rate of $100 per aggrieved employee per pay period. Penalties can increase in certain circumstances. In other circumstances, certain factors can reduce penalties.

22. Based on the civil penalties provided under Labor Code section 2699, my office calculated the theoretical maximum of potential penalties to be $10,045,450, in the event that (1) Plaintiff were able to establish liability on all claims at trial, and (2) the Court did not exercise its discretion to reduce the amount of PAGA penalties. This figure is based on Plaintiff's analysis of the 5-percent sampling of time and payroll data produced by Defendant, extrapolated over the PAGA Period, which encompasses 6,224 aggrieved employees working a total of approximately 232,909 pay periods. Defendant represents that approximately 32,000 of these pay periods are attributable to exempt employees. Because the meal and rest period claims apply to non-exempt employees, the calculations below use the approximately 200,909 non-exempt pay periods.

23. The following sets forth Plaintiff's Counsel's valuation based on (1) the rate of short, missed, and late meal breaks reflected in Defendant's time records, and (2) the assumption of at least one missed or interrupted rest break for every ten pay periods for each employee. Our findings indicated, due to the nature of the Settlement Members' work and Defendant's practices,

approximately 64.1026% of the sample timesheets contained at least one likely violation, indicating Settlement Members did not regularly receive timely meal breaks, which represents 77.5% of the meal break violations found in the records, with missed meal breaks representing 22% and short meal breaks representing 0.5%. Given Defendant's defense that missed and late breaks resulted from employee choice rather than employer compulsion, we reduced our asserted violation rate from 64.1026% to 40%.

A. Meal Break Violation

$100 x 40% x 200,909 pay periods = $8,036,360

B. Rest Break Violation

$100 x 10% x 200,909 pay periods = $2,009,090

Total Maximum Potential Penalties: $10,045,450

24. While Plaintiff and Plaintiff's Counsel are confident in the merits of the case, a legitimate controversy exists. For example, based on analysis of the time records produced by Defendant, Plaintiff contends that, due to the nature of the Settlement Members' work and Defendant's practices, Settlement Members did not regularly receive timely meal breaks, which represents 77.5% of the break violations found in the records. Likewise, Plaintiff contends, for the sake of determining a maximum amount of penalties, that Settlement Members did not receive all compliant rest breaks.

25. Defendant, on the other hand, contends that Settlement Members were provided lawful meal and rest periods, that any late, short, or missed breaks were due to employees' own choices.

26. In reaching the compromise, Plaintiff's Counsel and Plaintiff looked at many factors, including significant risks in proceeding with litigation. Plaintiff recognizes that continued litigation would be an expensive, time-consuming, and uncertain undertaking. Even if Plaintiff were to prevail at trial, the Court has broad discretion to reduce any penalties awarded. Defendant likely would appeal the judgment, substantially delaying any recovery. If Plaintiff did not prevail, he would also appeal, further delaying any recovery, assuming he won on appeal, of which there is no guarantee. In

contrast, because of the proposed Settlement, the State will receive a substantial benefit and avoid the risk of an unfavorable judgment.

27. In sum, when the risks of litigation, the burdens of proof necessary to establish liability, and the probability of appeal of a favorable judgment are balanced against the merits of Plaintiff's claims, it is clear that the Settlement is reasonable and in the best interest of the public. The Maximum Settlement Amount of $913,003.28 is significant enough to deter Defendant from future violations, creating a disincentive for Defendant to engage in unlawful business practices. The Settlement provides a substantial benefit to the State of California. The PAGA Fund ($913,003.28-$304,334.42-$25,000-$10,000) totals $573,668.86, with the LWDA receiving $372,884.76 as 65% of the PAGA Fund to assist with the enforcement of labor laws. Settlement Members will receive 35% of the PAGA Fund, or $200,784.10, with an average Individual Settlement Payment of $32.26, prorated by the number of pay periods and shifts worked per Settlement Member.

Attorneys' Fees and Costs

28. The Settlement provides for attorney's fees and costs to Plaintiff's Counsel in an amount up to 33⅓ percent of the Maximum Settlement Amount, for a maximum fee award of $304,334.42, plus reimbursement of reasonable litigation expenses not to exceed $10,000.00.

29. The amount of requested attorneys' fees is reasonable based on Plaintiff's Counsel's lodestar. As of this date, Plaintiff's Counsel's lodestar is approximately $153,300, which is based upon 189.2 hours at the attorneys' customary hourly rates. All of the hours were reasonable and necessary to achieve this excellent result on behalf of the State. This amount does not include the time spent by Plaintiff's Counsel's staff or any estimate of the time Plaintiff's Counsel will invest to complete this case following approval. Based upon my experience, I estimate that Plaintiff's Counsel will spend another 10.0 hours on this case, including preparing for and attending the hearing on the Motion for Approval of PAGA Settlement, monitoring the settlement administration process, and answering questions from Settlement Members. We expect to have numerous Settlement Members calling our office to inquire about the settlement payments and to ask for further information. Plaintiff's Counsel also bears the risk of taking whatever actions are necessary if Defendant fails to

pay.

30. The regular and customary practice at Plaintiff's Counsel is for all attorneys and staff to maintain time records setting forth the amount of time spent on each case. My co-counsel and I followed this practice in this matter, noting our billable time.

31. The following tables accurately summarize the time spent on various litigation, pre-litigation, and anticipated administrative activities of the attorneys who worked on the Action:

Attorney: Bruce Weisenberg

ACTIVITY DESCRIPTION	HOURS
Law & Motion / Pleadings / PAGA Notices	58.8
Attorney-Client Communications / Research / Document Review / Correspondence / Meet and Confer / Internal Communications / Investigation	25.4
Court Appearances / Preparation for Court Appearances / Transportation	Est. 13
Preparation for, and attendance at Mediation Settlement Negotiations and Drafting of Settlement Documents / Drafting Declarations	27.4
Total Number of Hours	**124.6**
Total Billable Hours at $850/hour	**$105,910**

Attorney: Alex Derval

ACTIVITY DESCRIPTION	HOURS
Client Engagement / PAGA Notices	4.5
Research / Document Review / Correspondence / Meet and Confer / Internal Communications / Investigation	12.1
Mediation / Preparation for Mediation	7.0
Timesheet Analysis - Drafting of Settlement Documents / Communications with Claims Administrator and Class Members (anticipated/estimated)	Est. 14
Total Number of Hours	**37.6**
Total Billable Hours at $650/hour	**$24,440**

Attorney: Eva Abrams

ACTIVITY DESCRIPTION	HOURS
Mediation / Preparation for Mediation	8.2
Research / Document Review / Correspondence / Internal Communications / Investigation	7.6
Law and Motion / Pleadings	3.2
Settlement Negotiations and Drafting of Settlement Documents / Communications with Claims Administrator and Class Members (anticipated/estimated) / Drafting Declarations	Est. 8
Total Number of Hours	**27**
Total Billable Hours at $850/hour	**$22,950**

Total Number of Hours: 189.2
Total Lodestar: $153,300

32. I believe that the fee and costs provision is reasonable. The fee percentage requested is less than the usual 38%-45% fee which Plaintiff's Counsel charges for other employment cases and Plaintiff's Counsel attorneys' hourly rates are commensurate with their qualifications and experience.

33. Plaintiff's Counsel RD Law Group, LLP ("RDLG") is a 9-attorney law firm that is actively and continuously practicing in employment litigation, almost exclusively representing employees in both state and federal courts throughout California. RDLG is qualified to handle this litigation because the firm is experienced in litigating Labor Code violations in individual actions, and the individual attorneys have the requisite PAGA experience. RDLG has handled, and is currently handling, hundreds of wage and hour lawsuits.

34. I was previously a senior litigation attorney at RDLG. I am now practicing as a solo practitioner at Weisenberg Law. I have practiced civil litigation in California's state and federal courts for more than 17 years, with the past 12 years exclusively devoted to plaintiff-side employment litigation. I have been an active member of the California State Bar in good standing since 2008, including over 10 years as a solo practitioner and five years as a defense attorney including defending class actions and PAGA cases. My practice encompasses the spectrum of labor and employment cases and my success on contingency cases justifies my 2026 hourly billing rate of

$850. On almost all of the successful contingent cases I have settled over the last five years, I have earned at least that much on an hourly basis, and often much more.

35. Eva Abrams is a partner at RDLG. She has over 30 years of experience practicing civil litigation in California's state and federal courts, with the past 12 years focused primarily on representing Plaintiff in wage and hour and various other employment matters. Ms. Abrams has litigated and resolved many civil actions throughout California and has vast experience handling and resolving matters involving claims relating to meal and rest break violations, minimum wage and overtime violations, and other wage theft issues. Ms. Abrams has been an active member of the California State Bar in good standing since 1996. Based on her skill and experience, Ms. Abrams's 2025 hourly billing rate of $850 is reasonable.

36. Alex Derval is the managing partner at RDLG. He has dedicated his career to exclusively representing employees in cases involving wage and hour disputes, discrimination, and harassment cases, with a primary focus on wage and hour actions. Mr. Derval has been an active member of the California State Bar in good standing since 2019. Based on his skill and experience, Mr. Derval's 2025 hourly billing rate of $650 is reasonable.

37. Plaintiff's Counsel requests the foregoing billable rates be applied in this case, as they are in line with current market rates for attorneys in California with comparable experience, expertise, and qualifications who handle complex wage and hour and other employment litigation.

38. Through my practice I have become familiar with the fees earned by attorneys in employment wage and hour litigation in California, with comparable experience to mine, as well as the other Plaintiff's Counsel attorneys who worked on the Action. I have obtained this familiarity in several ways: (1) by reviewing attorney fee applications and awards filed in other employment wage and hour class and representative actions; (2) by reviewing declarations regarding prevailing market rates and other factors filed in employment wage and hour representative action cases in California; (3) by reviewing surveys and articles on attorneys' fees in newspapers, journals, and treatises; and (4) by discussing fees in employment wage and hour representative action cases with other attorneys and (5) by analyzing my hourly income on contingency case settlements for the past 11 years. Based on

this information, I believe that the 2026 prevailing rate for cases of this sort in California range from $350 to $1,200 per hour. Plaintiff's Counsel's current rates are consistent with this range.

39. The hourly rates for Plaintiff's Counsel attorneys are also commensurate with Plaintiff's Counsel's experience litigating and settling wage and hour cases.

40. Additionally, Plaintiff's Counsel invested significant time and resources into the case, with payment deferred to the end of the case, and then, of course, contingent on the outcome. Without Plaintiff's Counsel's efforts, Plaintiff's claims may have gone without the imposition of civil penalties.

41. Since January of 2025, when Plaintiff retained us, Plaintiff's Counsel has devoted a significant amount of time to this matter, including but not limited to: interviewing Plaintiff and reviewing documents provided by Plaintiff; drafting the PAGA Notice, drafting the operative Complaint, meeting and conferring with Defendant's counsel to obtain relevant documents and information; reviewing records produced by Defendant; analyzing the information provided by Defendant and preparing a penalty analysis; performing legal research regarding Plaintiff's claims and Defendant's defenses; engaging in sustained, arm's-length settlement negotiations, preparing for and attending mediation, drafting, and revising the individual and PAGA settlement agreements; drafting this motion, declaration, and accompanying documents, and preparing for and attending the hearing on this motion.

42. As Plaintiff is requesting attorneys' fees in the amount of one third of the Settlement Fund, or $304,334.42, Plaintiff is requesting application of a 1.99 multiplier. Plaintiff's Counsel took this case on a contingency basis with no guarantee of being paid. Plaintiff's Counsel assumes a great deal of contingent risk in litigating wage and hour actions. Because most individuals cannot afford to pay for representation in litigation on an hourly basis, Plaintiff's Counsel represents the majority of its employment law clients on a contingency-fee basis. Pursuant to this arrangement, we are not compensated for our time unless we prevail at trial or successfully settle our clients' cases. This is particularly true for PAGA claims, where the biggest risk may be competing plaintiffs even if you have the evidence to establish liability and damages.

43. Because the firms are taking the risk that we will not be reimbursed for our time unless our client settles or wins his or her case, we cannot afford to represent an individual employee on a contingency basis if, at the end of our representation, all we are to receive is our regular hourly rate for services. It is essential that we recover more than our regular hourly rate when we win if we are to remain in practice so as to be able to continue representing other individuals in civil rights employment disputes.

44. Thus, a multiplier of 1.99 is appropriate and conservative given the contingent risk which Plaintiff's Counsel incurred, the substantial benefit conferred on the State of California as a result of the Settlement, and the skill, tenacity and diligence which Plaintiff's Counsel displayed in successfully resolving the Action. Plaintiff respectfully requests that the Court award Plaintiff's Counsel the requested fees of $304,334.42 under the common fund method, or, alternatively, based on the lodestar method with a 1.99 multiplier.

Plaintiff's Counsel's Costs Are Reasonable

45. To date, Plaintiff's Counsel has incurred actual costs of $4,892.98, itemized below, which were reasonably incurred in the prosecution of the Action. In addition, I estimate that Plaintiff's Counsel will incur $1,560.00 in future costs: $500.00 (estimated) for the court reporter at the hearing on this motion, $60.00 for the motion filing fee, and $1,000.00 (estimated) for mileage, lodging, and incidentals to attend the hearing. Total current and estimated future costs are therefore $6,452.98. Plaintiff requests that the Court approve costs of $6,452.98, which is within the $10,000.00 maximum allowed under the Agreement.

1.	Court Filing Fees and Filing Services (InfoTrack)	$1,505.67
2.	LWDA PAGA Notice Filing Fee	$75.00
3.	Certified Mail	$19.51
4.	Mediation (ADR Services, Hon. Thomas L. Willhite, Jr. (Ret.))	$3,292.80
5.	**Current Total Costs**	**$4,892.98**
6.	Future Costs: Court Reporter for Hearing (est.)	$500.00

7.	Future Costs: Motion Filing Fee	$60.00
8.	Future Costs: Mileage, Lodging, and Incidentals for Hearing (est.)	$1,000.00
9.	**Total Current and Estimated Future Costs**	**$6,452.98**

Settlement Administration Costs

46. The Parties have agreed to use CPT Group, Inc. as the Settlement Administrator. The Settlement caps Settlement Administrator's costs at $25,000.00, and the Parties request that the Court approve this amount.

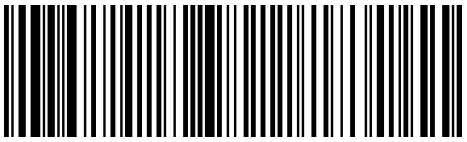
I declare under penalty of perjury that the foregoing is true and correct. Executed on October 2, 2026, at San Francisco, California.



Bruce E. Weisenberg

EXHIBIT 1

USPS CERTIFIED MAIL



9207 1902 3589 0900 0033 3978 29

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PARTNER
Alex Derval

Confidential Settlement Communication
(Cal. Evid. Code § 1152)

Via Online Submission

California Labor & Workforce
Development Agency
Attn. PAGA Administrator
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013

Via Certified U.S.P.S. Mail – Return Receipt Requested

Enterprise Rent-A-Car Company Of Los
Angeles, LLC
333 City Blvd. West, Suite 1000
Orange, CA 92868

Re: Notice Pursuant to California Labor Code § 2699.3

Court Case: *Paul Bell* v. *Enterprise Rent-A-Car Company Of Los Angeles, LLC*

LWDA Case: LWDA-CM-xxxxxx-xx

To Whom It May Concern:

This firm represents Paul Bell who was employed by Enterprise Rent-A-Car Company Of Los Angeles, LLC as a Customer Service Associate/Floater at Enterprise's location in Inglewood, CA. Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, et seq., this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 9-2001, which Mr. Bell alleges Enterprise violated, including the facts and theories to support the alleged violations.

Further, this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Enterprise in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Enterprise.

Under separate cover, we are sending a check in the amount of $75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice of Mr. Bell's demand for preservation and nonspoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents related to Mr. Bell's employment and potential claims be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

We are investigating a potential class and representative action on behalf of Enterprise's current and former employees in the State of California regarding, among other things, the following violations: Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698-2699.5, Mr. Bell seeks to recover civil penalties based on Enterprise's violations of Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 432, 500, 510, 511, 512, 515, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199 and 2802, which violations Mr. Bell alleges were committed against him and other aggrieved employees, continuing through the date of judgment in this action (collectively, the "Alleged Violations").

The Alleged Violations are based on conduct that includes but is not limited to failure to provide meal and rest periods in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, §§ 11-12; failure to pay one additional hour of compensation at the regular rate of compensation for each work day a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 9-2001, §§ 11(B) and 12(B); failure to pay minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 9-2001, § 4; failure to pay overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3; failure to timely pay all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 9-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Mr. Bell on behalf of himself and all other current and former employees of Enterprise in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than 30 minutes, late, not given, or interrupted; rest periods were less than 10 minutes, not provided, interrupted, and/or: late; employees were not provided one hour of pay for each work day a meal period was not provided; employees were not provided one hour of pay for each work day a rest break was not authorized and permitted; and

employees were not paid proper minimum and overtime wages for all hours worked as required by California law.[1] Given the overtime, meal period and rest period violations and Enterprise's failure to compensate its employees fully, as set forth above, employees' wage statements were inaccurate and failed to comply with California law. In short, Enterprise's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five hours and a second meal period to any employee who works a shift of more than 10 hours. Furthermore, an employer must pay one extra hour of compensation for each work day a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when (1) the nature of the work prevents an employee from being relieved of all duty and (2) the parties have agreed in writing to on duty meal periods.

Mr. Bell and other aggrieved employees are employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11.

Enterprise failed to provide its employees timely and uninterrupted 30-minute meal breaks. Mr. Bell's and other aggrieved employees' meal periods were short (less than 30 minutes), late, interrupted and/or missed.

Enterprise consistently failed to authorize Mr. Bell and other aggrieved employees to take their meal breaks when they worked shifts longer than five hours. When employees were able to take a meal break, their meal breaks often were after the fifth hour of work. Mr. Bell and other aggrieved employees were not able to take timely 30-minute breaks because they were required to assist restaurant guests and there was no one available to relieve them for their breaks. Mr. Bell and other aggrieved employees often clocked out for their meal breaks but continued working.

Enterprise further violated Labor Coder § 226.7 and Wage Order No. 9-2001 by failing to consistently compensate Mr. Bell and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of compensation for each work day a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 9-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a 10 minute rest period for every four hours

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

worked or major fraction thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each work day a rest period is not authorized and permitted.

Mr. Bell and other aggrieved employees were and are employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 9-2001. Enterprise failed to authorize and permit its employees to take required rest periods. Mr. Bell and other aggrieved employees often were forced to forego their rest breaks because they were required to assist restaurant guests and there was no one available to relieve them for their breaks. When Mr. Bell and other aggrieved employees were able to take rest breaks, Enterprise failed to authorize and permit Mr. Bell and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

Enterprise further violated Labor Code § 226.7 and Wage Order No. 9-2001, § 12 by failing to pay Mr. Bell and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Mr. Bell and other aggrieved employees are current and former employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4.

Enterprise failed to pay Mr. Bell and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Bell and other similarly situated individuals to work off-the-clock; requiring, suffering or permitting Mr. Bell and other aggrieved employees to work through their meal breaks without compensation; illegally and inaccurately recording time worked by Mr. Bell and other aggrieved employees; and other methods to be discovered.

Enterprise's conduct violates Labor Code §§ 1194 and1197 and Wage Order No. 9-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half times the regular rate of pay for hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on the seventh consecutive work day, with double time for all hours worked in excess of eight hours on the seventh day of any workweek, or after 12 hours in any work day.

Mr. Bell and other aggrieved employees are current and former employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 9-2001. Enterprise failed to compensate Mr. Bell and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half times or double the regular rate of pay as provided by Labor Code §§ 510

and 1194 and Wage Order No. 9-2001, § 3; requiring, suffering or permitting Mr. Bell and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Mr. Bell and other aggrieved employees work through meal periods without compensation; illegally and inaccurately recording time worked by Mr. Bell and other aggrieved employees; and other methods to be discovered.

In violation of California law, Enterprise has refused to perform its obligations to compensate Mr. Bell and other aggrieved employees for all wages earned and all hours worked.

Enterprise's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Enterprise failed to pay Mr. Bell and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. For example, Enterprise required Mr. Bell and other aggrieved employees to work off-the-clock without compensation. Enterprise also failed to pay Mr. Bell and other aggrieved employees premium wages owed for each work day a meal period was not provided and each work day a rest period was not authorized and permitted.

In addition, Enterprise failed to pay Mr. Bell and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Enterprise knew it was required to pay overtime wages, yet on many occasions failed to pay Mr. Bell and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code §§ 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 days.

Enterprise failed to pay accrued wages to Mr. Bell and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because Enterprise required Mr. Bell and other aggrieved employees to work off-the-clock without compensation and failed to pay Mr. Bell and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Enterprise failed and continues to fail to pay the full earned and unpaid wages due to Mr. Bell and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Enterprise failed to timely provide Mr. Bell and other aggrieved employees accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Mr. Bell and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 9-2001, § 7.

Enterprise failed to provide its employees lawful meal and rest breaks; nevertheless, Enterprise failed to include in the wage statements the extra hour of compensation owed for each work day a meal break was not provided and each work day a rest break was not authorized and permitted. In addition, Mr. Bell and other aggrieved employees performed work off-the-clock, and Enterprise failed to include this time worked on Mr. Bell's and other aggrieved employees' wage statements. Enterprise also did not properly calculate Mr. Bell's and other aggrieved employees' regular rate of pay. As a result, Mr. Bell's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Failure to Maintain Required Records

Enterprise failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 9-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Enterprise failed to provide its employees lawful meal and rest breaks; nevertheless, Enterprise failed to include in the wage statements the extra hour of compensation owed for each work day a meal break was not provided and each work day a rest break was not authorized and permitted. In addition, Mr. Bell and other aggrieved employees performed work off-the-clock, including during meal breaks, and were

compensated for such time. As a result, Enterprise failed to maintain accurate records of the total daily hours worked by each employee, meals periods, and when each employees began and ended each work period. Employees' wage statements also were inaccurate. In addition, Enterprise did not properly calculate Mr. Bell's and other aggrieved employees' regular rate of pay.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Enterprise failed to indemnify Mr. Bell and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Enterprise, including but not limited to expenses for personal cell phone and vehicle use, and other employment-related expenses, in violation of Labor Code § 2802.

***

This notice is hereby given to Enterprise and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be employees of Enterprise, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Mr. Bell's reasonable attempt to settle his dispute with Enterprise prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Enterprise of Mr. Bell's aforementioned grievances and the proposed remedies as detailed below, while affording Enterprise reasonable opportunity to meet Mr. Bell's demands.

Demand is hereby made that Enterprise shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Enterprise shall pay Mr. Bell and all other similarly-situated persons employed by Enterprise at any time during the past 48 months back pay and compensation for the above referenced violations.

2. Enterprise shall comply with all California labor laws and ensure that its employees are provided lawful meal and rest breaks and paid minimum and overtime wages for all hours worked.

3. Enterprise shall conduct a survey or interview all current and former employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided and the number of rest breaks which were not authorized and permitted, with the investigation to be completed within 60 days.

4. Enterprise shall pay each employee one hour of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Enterprise also shall pay each employee one hour of pay for each work day he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Enterprise shall reimburse those employees who were required to pay for any business expenses incurred for Enterprise's benefit, including but not limited to costs associated with personal cell phone and vehicle use in the discharge of their duties without compensation.

6. Enterprise shall pay accrued interest to all employees at the rate of 10% per annum for said unpaid wages.

7. Enterprise shall pay waiting time penalties, equal to 30 days of pay, to each former employee who was not paid all wages due as described herein.

8. Enterprise shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698, et seq., including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 9-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to RD Law Group, 707 Wilshire Blvd., 47th Floor, Suite C7, Los Angeles, California 90017-3729.

Additionally, please advise us if the Agency or Enterprise requires additional information regarding Mr. Bell's claims.

Sincerely,

/s/ Alex Derval /
Partner

Outlook

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Mon 7/21/2025 3:24 PM
To Eva Abrams <eva@rdlawgroup.com>

Thank you for your payment.

Order Information
Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1113373-25
Submission Type: PAGA Notice
Order Number: ORD-000332663
Total:$75.00
Card Type: Visa
Date: 7/21/2025

Billing Information
Name: Eva Abrams
Email: eva@rdlawgroup.com
Billing Address:
4528 Stone Ranch Dr.
Folsom, California
95630

Department of Industrial Relations
STATE OF CALIFORNIA

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-1113373-25
Plaintiff for PAGA Case: Paul Bell
Filer/Attorney for PAGA Case: Alexander Derval
Law Firm for PAGA Plaintiff: RD Law Group
Employer: Enterprise Rent-A-Car Company of Los Angeles, LLC
Date Case Received:
Employer Filer Firm:
Court Type:
Court Name:
PAGA Court Case Number:
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
PAGA Notice Submitted on 07/21/2025 03:23:24 PM by Alexander Derval	Paul Bell v Enterprise PAGA letter 7.18.25 (1).pdf	07/21/2025 03:23 PM	PAGA Notice

EXHIBIT 2

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

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

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

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

FILED
Superior Court of California
County of Los Angeles
04/30/2024
David W. Slayton, Executive Officer / Clerk of Court
By: M. Mata Deputy

Electronically Received 04/29/2024 12:47 PM

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

MICHAEL NISTICO, individually, and on behalf of all others similarly situated, Plaintiff, vs. ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC, a California limited liability company; and DOES 1 through 50, Inclusive, Defendants.	Case No. 22STCV05531 ASSIGNED FOR ALL PURPOSES TO Judge Laura A. Seigle, Department 17 **[~~REVISED PROPOSED~~] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT; JUDGMENT THEREON**

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

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

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

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

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

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

C. "Effective Date" means the date by which this Settlement is finally approved as provided herein and the Court's Judgment becomes final. For purposes of the meaning of "Effective Date," the Court's Judgment becomes final upon the later of: (a) the date of final affirmance on appeal of the Judgment, the expiration of the time for a petition to review the Judgment, and, if review is granted, the date of final affirmance of the Judgment following review; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment. Notwithstanding the foregoing, if no objections to the Settlement are filed or submitted, the Effective Date shall be the date which is 65 days after the date that the Court's

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

D. "Individual Settlement Payment" refers to each Settlement Member's pro rata share of the PAGA Fund.

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

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

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

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

I. "PAGA Fund" refers to the Maximum Settlement Amount, less Plaintiff's Counsel Payment and the Settlement Administration Costs.

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

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

L. "Plaintiff's Counsel" shall mean Matthew J. Matern and Mikael H. Stahle of Matern Law Group, PC.

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

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

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

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

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

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

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

S. "Settlement Members" refers to all persons employed by Defendant as employees in California during the PAGA Period.

T. "Settlement Packet" means the Notice and Individual Settlement Payment to be sent to each Settlement Member by the Settlement Administrator.

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED.

Dated: 04/30/2024

HONORABLE LAURA A. SEIGLE
Laura A. Seigle / Judge

EXHIBIT 3

ATTORNEY OR PARTY WITHOUT ATTORNEY
STATE BAR NUMBER: 260521
NAME: Bruce Weisenberg (260521)
FIRM NAME: RD LAW GROUP, APC
STREET ADDRESS: 707 Wilshire Blvd 47th Fl, Ste C7
CITY: Los Angeles
STATE: CA
ZIP CODE: 90017
TELEPHONE NO.: (424) 502-0709
FAX NO.: (424) 535-1500
EMAIL ADDRESS: bruce@rdlawgroup.com
ATTORNEY FOR (name): JASON CATLOW and RAVI BHATIA

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Humboldt
STREET ADDRESS: 825 5th St.
MAILING ADDRESS:
CITY AND ZIP CODE: Eureka, CA 95501
BRANCH NAME: Humboldt County Courthouse

PLAINTIFF/PETITIONER: JASON CATLOW and RAVI BHATIA
DEFENDANT/RESPONDENT: ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC et al

FOR COURT USE ONLY

David V. FILED
MAR 28 2025
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

NOTICE OF ENTRY OF JUDGMENT OR ORDER

(Check one): ☑ UNLIMITED CASE (Amount demanded exceeded $35,000) ☐ LIMITED CASE (Amount demanded was $35,000 or less)

CASE NUMBER: CV2500406

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on *(date)*: 03/24/2025

2. A copy of the judgment, decree, or order is attached to this notice.

Date: 03/27/2025

Bruce Weisenberg
(TYPE OR PRINT NAME OF ☑ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

▶ _____
(SIGNATURE)

FAX FILED

Form Approved for Optional Use
Judicial Council of California
CIV-130 [Rev. January 1, 2024]

PLAINTIFF/PETITIONER: JASON CATLOW and RAVI BHATIA DEFENDANT/RESPONDENT: ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC et al	CASE NUMBER: CV2500406

PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER

(NOTE: You cannot serve the* Notice of Entry of Judgment or Order *if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action.** I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify):*
   707 Wilshire Blvd 47th Fl, Ste C7, Los Angeles, CA 90017

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one):*
   a. ☐ deposited the sealed envelope with the United States Postal Service.
   b. ☑ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
   a. on *(date):* 03/27/2025
   b. from *(city and state):* Los Angeles, CA

4. The envelope was addressed and mailed as follows:
   a. Name of person served:
      Steve Kepler (Law Offices of Stephen J. Kepler)
      Street address: 28241 Crown Valley Pkwy, Ste F,
      City: Laguna Niguel,
      State and zip code: CA 92677-4442
      Via Mail and Email: skepler@kepler-law.com
   b. Name of person served:
      Street address:
      City:
      State and zip code:
   c. Name of person served:
      Street address:
      City:
      State and zip code:
   d. Name of person served:
      Street address:
      City:
      State and zip code:

   ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 03/27/2025

Silva Donikian
(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

Box #9

David V. FILED
MAR 25 2025
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

Bruce Weisenberg (260521)
Eva Abrams (181424)
Alex Derval (326859)
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Attorneys for Plaintiffs JASON CATLOW and RAVI BHATIA, individually, and on behalf of others similarly situated

LAW OFFICES OF STEPHEN J. KEPLER
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Telephone: (949) 636-0701
E-mail: skepler@kepler-law.com

Attorneys for Defendants
ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC and ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF HUMBOLDT

JASON CATLOW and RAVI BHATIA, individually, and on behalf of others similarly situated,

Plaintiffs,

vs.

ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC, a Delaware limited liability company, ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC, a Delaware limited liability company, and DOES 1 through 50, inclusive,

Defendants.

Case No. CV2500406

~~[PROPOSED]~~ ORDER GRANTING APPROVAL OF PAGA SETTLEMENT; JUDGMENT THEREON

This matter came on for hearing on March 21, 2025, at 10:30 a.m. in Department 4 of the above-captioned Court, on a Motion for an Order Granting Approval of a PAGA Settlement.

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

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

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

A. "Alleged Violations" shall mean Defendants' alleged violations of Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 432, 500, 510, 511, 512, 515, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199 and 2802, committed against the Settlement Members during the Applicable PAGA Periods, all of which violations were alleged in Plaintiffs' Notice Letters to the LWDA.

B. "Defendants" shall mean Enterprise Rent-a-Car Company of Sacramento, LLC and Enterprise Rent-a-Car Co of San Francisco, LLC.

C. "Effective Date" means the date by which this Settlement is finally approved as provided herein and the Court's Judgment becomes final. For purposes of the meaning of "Effective Date," the Court's Judgment becomes final upon the later of: (a) the date of final affirmance on appeal of the Judgment, the expiration of the time for a petition to review the Judgment, and, if review is granted, the date of final affirmance of the Judgment following review; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment. Notwithstanding the foregoing, if no objections to the Settlement are filed or submitted, the Effective Date shall be the date which is 65 days after the date that the Court's

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

D. "Individual Settlement Payment" refers to each Settlement Member's pro rata share of the PAGA Fund.

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

F. "Maximum Settlement Amount" refers to the Court-approved amount that Defendants shall have to pay in connection with this Settlement, which shall be inclusive of all Individual Settlement Payments to Settlement Members, Plaintiffs' Counsel Payment, Settlement Administration Costs, and the PAGA payment to the LWDA. The Maximum Settlement Amount shall not exceed $479,360.

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

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

I. "PAGA Fund" refers to the Maximum Settlement Amount, less Plaintiffs' Counsel Payment and the Settlement Administration Costs.

J. "Plaintiffs" refers to plaintiffs Jason Catlow and Ravi Bhatia, individually and in their capacity as representatives of the State of California on behalf of other aggrieved employees.

K. "Plaintiffs' Counsel" shall mean RD Law Group.

L. "Plaintiffs' Counsel Payment" refers to Court-approved payment of attorneys' fees to Plaintiffs' Counsel (not to exceed 33⅓ percent of the Maximum Settlement Amount), and Plaintiffs' Counsel's expenses and costs reasonably incurred in connection with this Action, as approved by the Court.

M. "Plaintiffs' Notice Letters to the LWDA" refers to the letters dated 8/27/24 and 11/13/24, both of which are attached as Exhibit "A" to the parties' Settlement Agreement.

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

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

P. "Sacramento PAGA Period" shall mean July 25, 2023, through March 21, 2025. For allegedly aggrieved employees of Enterprise Rent-a-Car Company of Sacramento, LLC, the Sacramento PAGA Period may also be referred to as the Applicable PAGA Period.

Q. "San Francisco PAGA Period" shall mean May 29, 2023, through March 21, 2025. For allegedly aggrieved employees of Enterprise Rent-a-Car Co of San Francisco, LLC, the San Francisco PAGA Period may also be referred to as the Applicable PAGA Period.

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

S. "Settlement Administration Costs" means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing, and re-mailing (if necessary) of the Notice to Settlement Members; (ii) preparing and submitting to Settlement Members and

the LWDA all appropriate tax filings and forms; (iii) computing the amount of and distributing Individual Settlement Payments, Plaintiffs' Counsel Payment, and the PAGA payment to the LWDA; (iv) any cost associated with the escheatment process for any uncashed or undeliverable settlement checks, and (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code.

T. "Settlement Members" refers to all persons employed by Defendants as employees in California during the Applicable PAGA Periods.

U. "Settlement Packet" means the Notice and Individual Settlement Payment to be sent to each Settlement Member by the Settlement Administrator.

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

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

(d) Plaintiffs seek recovery under PAGA, based on the Alleged Violations, committed against the Settlement Members during the Applicable PAGA Periods. Judgment is hereby entered against Defendants, jointly and severally, in the amount of $479,360.00, representing recovery under PAGA, arising from the Alleged Violations.

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

(f) The Court finds that attorneys' fees in the amount of $159,786.66 and actual litigation costs of $10,279.15 for Plaintiffs' Counsel are fair, reasonable and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiffs' Counsel in conformity with the Settlement Agreement. The foregoing fees are

reasonable in consideration of the benefit obtained for the LWDA and aggrieved employees.

(g) The Court approves payment to the third-party settlement administrator in the amount of $18,000.00.

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

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

(j) Without affecting the finality of this Final Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and the parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement. The Parties agree that the Court shall retain jurisdiction over the Parties, over the Released Claims (as to Plaintiffs individually and those of other aggrieved employees), and over this Settlement for all enforcement purposes.

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

(l) Except as set forth above, all of Plaintiffs' claims are hereby dismissed with prejudice.

IT IS SO ORDERED.

Dated: MAR 24 2025

TIMOTHY A. CANNING

HONORABLE _____

RECEIVED
MAR 21 2025
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT

EXHIBIT 4

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

PAUL BELL, individually, and on behalf of others similarly situated, Plaintiff, vs. ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No. 25CV-0672 **SETTLEMENT AGREEMENT REGARDING PAGA CLAIMS**

SETTLEMENT AGREEMENT REGARDING PAGA CLAIMS

PAUL BELL, individually, and in his capacity as a representative of the State of California on behalf of other aggrieved employees ("Plaintiff"), and Enterprise Rent-a-Car Company of Los Angeles, LLC ("Defendant"), hereby enter into this Settlement Agreement Regarding Private Attorneys General Act of 2004 Claims ("Settlement") as follows:

I. DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

A. "Action" shall mean the civil action entitled *Bell v. Enterprise Rent-A-Car Company of Los Angeles, LLC*, *et al.*, filed in the Superior Court of the State of California for the County of San Luis Obispo on October 17, 2025, designated as Case No. 25CV-0672.

B. "Alleged Violations" shall mean Defendant's alleged violations of Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 432, 500, 510, 511, 512, 515, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199 and 2802, committed against the Settlement Members during the PAGA Period, all of which violations were alleged in Plaintiff's Notice Letter to the LWDA.

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

D. "Defense Counsel" shall mean Stephen J. Kepler of Law Offices of Stephen J. Kepler.

E. "Effective Date" means the date by which this Settlement is finally approved as provided herein and the Court's Judgment becomes final. For purposes of the meaning of "Effective Date," the Court's Judgment becomes final upon the later of: (a) the date of final affirmance on appeal of the Judgment, the expiration of the time for a petition to review the Judgment, and, if review is granted, the date of final affirmance of the Judgment following review; (b) the date of final dismissal of any appeal from the

Judgment or the final dismissal of any proceeding to review the Judgment; or (c) if no appeal is filed, the expiration date for filing any appeal from the Judgment. Notwithstanding the foregoing, if no objections to the Settlement are filed or submitted, the Effective Date shall be the date which is 65 days after the date that the Court's Judgment is entered.

F. "Employee Information" shall mean information regarding Settlement Members that Defendant shall in good faith compile from its records and shall be authorized by the Court to transmit in a secured manner to the Settlement Administrator. Employee Information shall be transmitted in electronic form and shall include each Settlement Member's full name; last known address; Social Security number; and total number of compensable pay periods.

G. "Exempt Settlement Members" refers to all Settlement Members who were classified as exempt employees at any time during the Applicable PAGA Period.

H. "Individual Settlement Payment" refers to each Settlement Member's pro rata share of the PAGA Fund.

I. "Judgment" means a judgment executed, filed and entered by the Court in accordance with this Settlement, representing recovery under PAGA, arising from the Alleged Violations. Said Judgment will be in the form substantially similar to that attached hereto as Exhibit "B".

J. "LWDA" refers to the California Labor & Workforce Development Agency.

K. "Maximum Settlement Amount" refers to the Court-approved amount that Defendant shall have to pay in connection with this Settlement, which shall be inclusive of all Individual Settlement Payments to Settlement Members, Plaintiff's Counsel Payment, Settlement Administration Costs, and the PAGA payment to the LWDA. The Maximum Settlement Amount shall not exceed $913,003.28.

L. "Non-Exempt Settlement Members" refers to all Settlement Members who were not classified as exempt employees at any time during the Applicable PAGA Period.

M. "Notice" refers to the Notice of PAGA Settlement, substantially in the form attached hereto as Exhibit "C," which shall be subject to Court approval and which the Settlement Administrator shall mail to each Settlement Member explaining the terms of the Settlement. Counsel have confirmed that the Settlement Members generally read and speak English.

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

O. "PAGA Fund" refers to the Maximum Settlement Amount, less Plaintiff's Counsel Payment and the Settlement Administration Costs.

P. "PAGA Period" shall mean July 15, 2024, through December 19, 2026.

Q. "Parties" collectively refers to Plaintiff and Defendant.

R. "Plaintiff" refers to plaintiff PAUL BELL, individually and in his capacity as a representative of the State of California on behalf of other aggrieved employees.

S. "Plaintiff's Counsel" shall mean Weisenberg Law and RD Law Group.

T. "Plaintiff's Counsel Payment" refers to Court-approved payment of attorneys' fees to Plaintiff's Counsel (not to exceed 33⅓ percent of the Maximum Settlement Amount), and Plaintiff's Counsel's expenses and costs reasonably incurred in connection with this Action, as approved by the Court.

U. "Plaintiff's Notice Letter to the LWDA" refers to the letter dated 7/21/25, which is attached hereto as Exhibit "A."

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

W. "Released Parties" shall mean Defendant and all of its past and present parents, subsidiaries, affiliated and/or related corporations, predecessors, successors, and

assigns, including each of their officers, directors, members, shareholders, managing agents, representatives, consultants, attorneys, insurers and divisions, whether previously or hereinafter affiliated in any manner. Released Parties specifically include without limitation Enterprise Holdings, Inc., which is an intended third party beneficiary of this Agreement.

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

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

Z. "Settlement Members" refers to all persons employed by Defendant in California during the PAGA Period.

AA. "Settlement Packet" means the Notice and Individual Settlement Payment to be sent to each Settlement Member by the Settlement Administrator.

II. RECITALS

A. On July 21, 2025, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff, in compliance with California Labor Code section 2699.3. Plaintiff seeks to represent himself and all Settlement Members. More than 65 days passed after the letter was sent to the LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced in the letter.

B. On October 17, 2025, Plaintiff filed a Complaint in San Luis Obispo County Superior Court, Case No. 25CV-0672, asserting causes of action which included individual wage and hour claims along with a representative claim for civil penalties under PAGA.

C. Plaintiff seeks recovery under PAGA, based on the Alleged Violations, committed against the Settlement Members during the PAGA Period.

D. Counsel for all Parties have investigated the facts relating to the claims alleged in the operative complaint and have made a thorough study of the legal principles applicable to the claims asserted against Defendant. Based on their investigation and evaluation of this case, Plaintiff's Counsel have concluded that the settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous potential appellate issues.

E. Defendant denies, and continue to deny, each and every claim and contention alleged in the Action, and has always maintained that it never engaged in any unlawful acts regarding any of the matters alleged in the Action.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions set forth, the Parties agree as follows:

III. NON-ADMISSION OF WRONGDOING OR LIABILITY

A. Based on the factual and legal issues involved, the expense and time necessary to prosecute the Action through trial, the risks, uncertainty, and costs of further prosecution, the difficulty of proof necessary to establish liability as to the aggrieved employees, and the relative benefits to the Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the terms set forth in this Settlement are fair, reasonable, adequate, and in the best interests of the Settlement Members.

B. The Parties agree that this Settlement does not constitute an admission by Defendant or any of the Released Parties, as defined herein, of any of the matters alleged

in the Action or of any violation by any of them of any federal, state, or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. By entering into this Settlement, Defendant denies any liability for any of the claims in the Action, as well as any other potential or unknown claims based on wage and hour violations under state or federal law. Neither this Settlement, nor anything contained in this Settlement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement, shall be construed as, or may be used as, an admission, concession, or indication by or against Defendant or the Released Parties of any unlawful conduct, fault, wrongdoing, or liability whatsoever. Defendant and the Released Parties specifically deny that they have engaged in any unlawful or wrongful conduct against Plaintiff or the Settlement Members.

IV. TERMS OF THE PAGA SETTLEMENT

A. Maximum Settlement Amount

Defendant shall pay a Maximum Settlement Amount not to exceed $913,003.28. The Maximum Settlement Amount shall include Plaintiff's Counsel Payment, Settlement Administration Costs, and the PAGA Fund.

B. Plaintiff's Counsel Payment of Attorneys' Fees And Costs

1. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty three and one-third percent (33⅓%) of the Maximum Settlement Amount, which amounts to $304,334.42. Plaintiff's Counsel will be responsible for submitting all documents to support their request for attorneys' fees.

2. Plaintiff's Counsel will also seek reimbursement of reasonable litigation costs associated with Plaintiff's Counsel's prosecution of the Action in an amount not to exceed $10,000.00. Plaintiff's Counsel will submit documentation for reimbursement of reasonable litigation costs if requested by the Court.

3. Plaintiff's Counsel's Payment shall be paid from the Maximum Settlement Amount by the Settlement Administrator. Any reductions by the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.

Defendant shall not be required to make any payments to Plaintiff's Counsel related to Plaintiff's Counsel's fees and expenses other than as described herein; its sole obligation shall be to pay the Maximum Settlement Amount to the PAGA Fund in accordance with this Settlement.

4. Plaintiff's Counsel shall provide the Settlement Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement Administrator to process the Plaintiff's Counsel Award approved by the Court.

5. This Settlement is not conditioned upon the Court awarding Plaintiff's Counsel any particular amount of attorneys' fees or costs.

C. Settlement Administration Fees And Costs

Settlement administration shall be done by the Settlement Administrator. The Parties agree that Settlement Administrative Costs, which are estimated not to exceed $25,000, shall be paid from the Maximum Settlement Amount.

D. PAGA Fund

1. After deducting the Plaintiff's Counsel Payment and the Settlement Administration Costs, the remainder of the Maximum Settlement Amount shall be the "PAGA Fund."

2. The PAGA Fund shall be designated as civil penalties and shall be allocated with 65% to be sent to the LWDA ("LWDA Portion") and 35% to be allocated among the Settlement Members ("Settlement Members Portion"). The penalties paid to each Settlement Member shall be recorded on an IRS Form 1099, which will be issued to each employee by the Settlement Administrator. Each employee shall be solely responsible for tax reporting and any tax liability on all penalty amounts awarded and identified on an IRS Form 1099 form.

V. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND

A. Deposit Of Maximum Settlement Amount

1. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID Number.

2. Within twenty-one (21) days after the Effective Date, Defendant shall deposit the Maximum Settlement Amount with the Settlement Administrator.

B. Formula For Calculating Share of PAGA Fund

Defendant employs persons in many different non-exempt positions. One example is a Management Trainee, whose job responsibilities include the following: (a) picking up and dropping off customers, (b) conducting follow-up with various businesses and customers, including insurance adjusters or agents, dealerships, auto body shops, road-side assistance and national reservations, (c) assisting in branch sales and marketing efforts to increase business and income, and (d) cleaning and washing vehicles. Plaintiff alleges that the Alleged Violations were committed with approximately the same frequency against persons employed in the various different non-exempt positions.

Defendant also employs persons in many different exempt positions. One example is a Branch Manager, whose job responsibilities include the following: (a) ensuring that the branch provides a high level of customer service for its customers, (b) managing the sales and marketing efforts of the branch, (c) responsibility for the financial performance of the branch, and (d) responsibility for the branch's fleet management and maintenance of vehicles. Plaintiff alleges that the Alleged Violations were committed with approximately the same frequency against persons employed in the various different exempt positions, and that such frequency was significantly less than the frequency against persons employed in non-exempt positions, due to the fact that many sections of the California Labor Code do not apply to exempt employees.

In light of the foregoing, the portion of the PAGA Fund that is paid to each Settlement Member shall be determined based on the following formula:

1. The payment to Settlement Members will be based on the number of pay periods worked by each Settlement Member during the Applicable PAGA Period. Partial pay periods will be counted as full pay periods. The Settlement Administrator shall determine the eligibility for, and the amounts of, each Individual Settlement Award under the terms of this Stipulation.

2. The amount to be paid per pay period worked by a Settlement Member will be calculated as follows:

- Divide the Settlement Members Portion of the PAGA Fund by the following: the total number of pay periods worked by Non-Exempt Settlement Members during the PAGA Period plus one-half of the total number of pay periods worked by Exempt Settlement Members during the PAGA Period. The result will be called the "Quotient."
- The amount to be paid per pay period worked by a Non-Exempt Settlement Member will be the Quotient.
- The amount to be paid per pay period worked by an Exempt Settlement Member will be one-half of the Quotient.

3. The Settlement Administrator's calculation of the amount of each Individual Settlement Award shall be binding on the Settlement Members, and Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to Settlement Members. However, if a Settlement Member believes that his or her Individual Settlement Award has been miscalculated, such Settlement Member may request that the Parties review the calculation, and the Parties shall do so and correct any mistakes, provided however that Defendant shall not be required to make any payments other than paying the Maximum Settlement Amount to the PAGA Fund in accordance with this Settlement.

4. The Parties agree that a precise calculation of the amount of alleged unpaid compensation allegedly earned by individual Settlement Members is impracticable due to the fact that the timekeeping and payroll records that would need to

be analyzed are voluminous and the necessary analysis would be extremely time-consuming and costly. The Parties agree the formula specified in this section is a fair and reasonable proxy of determining the Settlement Members' pro rata share of the PAGA Fund.

C. Distribution of PAGA Fund

1. Defendant shall provide the Settlement Administrator with the Employee Information, to be furnished within twenty-one (21) days after the Effective Date. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

2. Upon receipt of the Employee Information, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the most current mailing address for each Aggrieved Employee. The Parties agree that this procedure provides the best notice practicable to Aggrieved Employees and fully complies with due process.

3. Within thirty (30) days after the Effective Date, the Settlement Administrator shall pay to the LWDA the LWDA Portion, or as otherwise directed by the Court.

4. Within thirty (30) days after the Effective Date, the Settlement Administrator shall distribute to Plaintiff's Counsel any Court-awarded attorneys' fees and costs.

6. Within thirty (30) days after the Effective Date, the Settlement Administrator shall distribute to Settlement Members their Individual Settlement Payment, or as otherwise directed by the Court. The Settlement Administrator will send the Settlement Packets to the Settlement Members by postmarked First Class U.S. Mail.

7. To provide the best notice practicable, any Settlement Packets returned to the Settlement Administrator as non-delivered shall be sent by post-marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address is provided for a Settlement Packet that is returned as non-deliverable, the Settlement Administrator shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the Settlement Administrator or other mutually agreeable method to locate Settlement Members and will then mail the Settlement Packets to the address identified by the best available technology accessible to the Settlement Administrator or other mutually agreeable method. If no current address is located, the Settlement Packets for that individual will be deemed undeliverable. If any Settlement Members cannot be located within two attempts at mailings by the Settlement Administrator, the Settlement Packet for that individual will be deemed undeliverable.

4. The Settlement Administrator shall maintain a list of the postmark date for the original mailing of the Settlement Packets to the Settlement Members, the postmark date of any subsequent mailing to any Settlement Members, and a list of Settlement Members who did not receive the Settlement Packet due to the inability to locate a valid address using the procedures described herein or who otherwise could not be located within two attempts at mailing.

5. All settlement checks will remain valid and negotiable for 180 days from the date of their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the Settlement Administrator, all funds from uncashed checks, plus any accrued interest thereon, will be sent to the State of California Controller's Office, Unclaimed Property Fund, in the name of the aggrieved employee.

6. No later than January 31 of the year following payment of their individual portion of the PAGA Fund, the Settlement Administrator will prepare and issue IRS Form 1099 for the payment to Settlement Members who received such payments.

7. For any Settlement Members for whom the Settlement Packet was deemed undeliverable, their portion of the PAGA Fund will be sent to the State of California Controller's Office, Unclaimed Property Fund, in the name of the aggrieved employee.

D. Settlement Administration Payment

Within thirty-five (35) days after the Effective Date, the Settlement Administrator shall deduct an amount equivalent to the Settlement Administration Costs.

VI. CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS

A. Claims Released by The LWDA And All Settlement Members

Upon the Effective Date, the LWDA and Settlement Members fully release and forever discharge the Released Parties from the Released Claims. As a result of this release, the Settlement Members will be precluded from bringing a claim for any of the Released Claims.

1. Tax Treatment And Tax Indemnification

Settlement Members will assume any tax obligations or consequences which may arise from this Settlement. Settlement Members release any and all claims that they have or may have against Released Parties for any claims, demands, deficiencies, levies, assessments, executions, judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made under this Settlement or any compensation provided at any time by the Released Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any Settlement Members for their individual share of taxes related to any payments made under this Settlement or any compensation provided at any time by the Released Parties, each Settlement Member shall be responsible for their own defense of and payment for any claim of unpaid taxes,

interest, or penalties brought by any state or federal taxing authority for the Settlement Member's share of any state or federal tax obligation.

VII. CLAIMS RELEASED BY PLAINTIFF

A. In addition to fully releasing and forever discharging the Released Parties from the Released Claims, on the Effective Date, Plaintiff will also fully release and forever discharge the Released Parties from any and all claims of any nature. This includes, but is not limited to, all claims arising from or based on Plaintiff's employment with Defendant as well as any claims attributable to: common law; contract, quasi-contract, or tort; unpaid salary, compensation, or benefits; the Employee Retirement Income Security Act of 1974, as amended; the Internal Revenue Code of 1986, as amended; harassment, discrimination, or retaliation under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, Section 1981 of the Civil Rights Act of 1866; the Federal Medical Leave Act; the laws of California; the California Labor, Government, and/or Business and Professions Codes including but not limited to the California Fair Employment and Housing Act, the California Family Rights Act and the California Unfair Business Practices Act; the California Constitution; the California Consumer Credit Reporting Agencies Act; the California Labor Code, and any federal, state, or local employment, discrimination, harassment, or retaliation law, regulation or ordinance relating to employment or separation from employment. This release does not include claims that cannot be released as a matter of law.

B. This general release by Plaintiff also includes a waiver of rights under California Civil Code Section 1542. Plaintiff expressly waive all rights provided by California Civil Code Section 1542, or other similar statutes, that they may have against each of the Released Parties. California Civil Code Section 1542 states:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF**

KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

C. This general release and waiver of rights under California Civil Code Section 1542 shall include any and all claims based on conduct or omissions that occurred at any time prior to the Effective Date of this Settlement. These releases are contingent only on the Court approval of the PAGA Settlement.

VIII. MISCELLANEOUS PROVISIONS

A. Mutual Full Cooperation

Plaintiff, Defendant, Plaintiff's Counsel, and Defense Counsel agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms herein. The Parties agree to use their best efforts and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

B. Parties' Authority

The signatories hereto represent that they are fully authorized to enter into this Settlement.

C. Limited Confidentiality

The parties intend this Settlement Agreement to be and remain confidential until the Motion for Approval is filed. Neither party may disclose this Settlement Agreement or the parties' settlement terms to any third party (except to the agreed-upon Claims Administrator) until the Motion for Approval is filed.

D. Binding Nature of The Settlement

1. This Settlement shall be binding upon, and inure to the benefit of, the successors or assigns of the Released Parties. Plaintiff represents, covenants, and warrants that he has not, directly or indirectly, assigned, transferred, or encumbered any claim, demand, action, cause of action, or rights released in the Released Claims in this

Settlement. This Settlement also shall be binding upon Plaintiff and the Settlement Members.

2. This Settlement may be amended or modified only by a written instrument signed by Plaintiff's Counsel and Plaintiff, as well as Defense Counsel and Defendant. No rights under this Settlement may be waived except in writing.

3. This Settlement and any attached exhibits constitute the entire agreement between Plaintiff and Defendant relating to the terms contained herein. All prior or contemporaneous agreements, understandings, and statements, whether oral or written, whether express or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No oral or written representations, warranties, or inducements have been made to any party concerning this Settlement or its exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

4. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

E. Joint Drafting of Settlement Documents

1. Plaintiff's Counsel and Defense Counsel have arrived at this Settlement as a result of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

2. This Settlement has been drafted jointly by Plaintiff's Counsel and Defense Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be construed against any of the Parties. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by Defendant as part of the mediation privilege, under California Evidence Code sections 1119, 1126, and 1154, shall be used for any purpose other than the settlement of this Action. Specifically, none

of these documents shall be used to pursue any subsequent claims or litigation against Defendant.

F. Execution Of The Settlement

This Settlement may be executed in one or more counterparts and by facsimile. All executed copies of this Settlement and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

G. Continuing Jurisdiction of the Court

Subject to its approval by the Court, this Settlement is final, binding, and enforceable under California Code of Civil Procedure section 664.6. The Parties agree that the Court shall retain jurisdiction over the Parties, over the Released Claims (as to Plaintiff individually and those of other aggrieved employees), and over this Settlement for all enforcement purposes, including, but not limited to: (i) monitor and enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the administration of the benefits of this Settlement.

AGREED TO BY PLAINTIFF:

PAUL BELL, individually and on behalf of other aggrieved employees

Dated: 09/22/26, 2026

Paul Bell
Paul Bell (Sep 22, 2026 12:23:27 PDT)

AGREED TO BY DEFENDANT:

ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC

Dated: 9/28, 2026

By: Ryan Todd
Its: Vice President/General Manager

APPROVED AS TO FORM BY PLAINTIFF'S COUNSEL:

WEISENBERG LAW

Dated: September 22, 2026

By: _____
Bruce Weisenberg
Attorneys for Plaintiff

APPROVED AS TO FORM BY DEFENSE COUNSEL:

LAW OFFICES OF STEPHEN J. KEPLER

Dated: _____, 2026

By: _____
Stephen J. Kepler
Attorneys for Defendant

APPROVED AS TO FORM BY PLAINTIFF'S COUNSEL:

WEISENBERG LAW

Dated: _____, 2026

By: _____
Bruce Weisenberg
Attorneys for Plaintiff

APPROVED AS TO FORM BY DEFENSE COUNSEL:

LAW OFFICES OF STEPHEN J. KEPLER

Dated: October 1, 2026

By: _____
Stephen J. Kepler
Attorneys for Defendant

EXHIBIT A

LAW GROUP
LAWYERS HELPING PEOPLE

707 Wilshire Blvd
47th Floor, Suite C7
Los Angeles, CA 90017-3729

424-535-1500

424-502-0709 Direct Dial

alex@rdlawgroup.com

www.rdlawgroup.com

PARTNER
Alex Derval

Confidential Settlement Communication
(Cal. Evid. Code § 1152)

Via Online Submission

California Labor & Workforce
Development Agency
Attn. PAGA Administrator
320 W. Fourth Street, Suite 450
Los Angeles, CA 90013

Via Certified U.S.P.S. Mail – Return Receipt Requested

Enterprise Rent-A-Car Company Of Los
Angeles, LLC
333 City Blvd. West, Suite 1000
Orange, CA 92868

Re: Notice Pursuant to California Labor Code § 2699.3

Court Case: *Paul Bell* v. *Enterprise Rent-A-Car Company Of Los Angeles, LLC*

LWDA Case: LWDA-CM-xxxxxx-xx

To Whom It May Concern:

This firm represents Paul Bell who was employed by Enterprise Rent-A-Car Company Of Los Angeles, LLC as a Customer Service Associate/Floater at Enterprise's location in Inglewood, CA. Pursuant to the California Labor Code Private Attorneys General Act of 2004 ("PAGA"), Labor Code § 2698, et seq., this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission ("IWC") Wage Order No. 9-2001, which Mr. Bell alleges Enterprise violated, including the facts and theories to support the alleged violations.

Further, this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against Enterprise in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Enterprise.

Under separate cover, we are sending a check in the amount of $75.00 to the Accounting Unit of the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice of Mr. Bell's demand for preservation and nonspoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents related to Mr. Bell's employment and potential claims be preserved, even without a court order. Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

We are investigating a potential class and representative action on behalf of Enterprise's current and former employees in the State of California regarding, among other things, the following violations: Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698-2699.5, Mr. Bell seeks to recover civil penalties based on Enterprise's violations of Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 432, 500, 510, 511, 512, 515, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199 and 2802, which violations Mr. Bell alleges were committed against him and other aggrieved employees, continuing through the date of judgment in this action (collectively, the "Alleged Violations").

The Alleged Violations are based on conduct that includes but is not limited to failure to provide meal and rest periods in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, §§ 11-12; failure to pay one additional hour of compensation at the regular rate of compensation for each work day a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 9-2001, §§ 11(B) and 12(B); failure to pay minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 9-2001, § 4; failure to pay overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3; failure to timely pay all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 9-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Mr. Bell on behalf of himself and all other current and former employees of Enterprise in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than 30 minutes, late, not given, or interrupted; rest periods were less than 10 minutes, not provided, interrupted, and/or: late; employees were not provided one hour of pay for each work day a meal period was not provided; employees were not provided one hour of pay for each work day a rest break was not authorized and permitted; and

employees were not paid proper minimum and overtime wages for all hours worked as required by California law.[1] Given the overtime, meal period and rest period violations and Enterprise's failure to compensate its employees fully, as set forth above, employees' wage statements were inaccurate and failed to comply with California law. In short, Enterprise's unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five hours and a second meal period to any employee who works a shift of more than 10 hours. Furthermore, an employer must pay one extra hour of compensation for each work day a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. A paid "on duty" meal period is permitted only when (1) the nature of the work prevents an employee from being relieved of all duty and (2) the parties have agreed in writing to on duty meal periods.

Mr. Bell and other aggrieved employees are employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11.

Enterprise failed to provide its employees timely and uninterrupted 30-minute meal breaks. Mr. Bell's and other aggrieved employees' meal periods were short (less than 30 minutes), late, interrupted and/or missed.

Enterprise consistently failed to authorize Mr. Bell and other aggrieved employees to take their meal breaks when they worked shifts longer than five hours. When employees were able to take a meal break, their meal breaks often were after the fifth hour of work. Mr. Bell and other aggrieved employees were not able to take timely 30-minute breaks because they were required to assist restaurant guests and there was no one available to relieve them for their breaks. Mr. Bell and other aggrieved employees often clocked out for their meal breaks but continued working.

Enterprise further violated Labor Coder § 226.7 and Wage Order No. 9-2001 by failing to consistently compensate Mr. Bell and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee's regular rate of compensation for each work day a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 9-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a 10 minute rest period for every four hours

[1] "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

worked or major fraction thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each work day a rest period is not authorized and permitted.

Mr. Bell and other aggrieved employees were and are employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 9-2001. Enterprise failed to authorize and permit its employees to take required rest periods. Mr. Bell and other aggrieved employees often were forced to forego their rest breaks because they were required to assist restaurant guests and there was no one available to relieve them for their breaks. When Mr. Bell and other aggrieved employees were able to take rest breaks, Enterprise failed to authorize and permit Mr. Bell and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

Enterprise further violated Labor Code § 226.7 and Wage Order No. 9-2001, § 12 by failing to pay Mr. Bell and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Mr. Bell and other aggrieved employees are current and former employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4.

Enterprise failed to pay Mr. Bell and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Bell and other similarly situated individuals to work off-the-clock; requiring, suffering or permitting Mr. Bell and other aggrieved employees to work through their meal breaks without compensation; illegally and inaccurately recording time worked by Mr. Bell and other aggrieved employees; and other methods to be discovered.

Enterprise's conduct violates Labor Code §§ 1194 and1197 and Wage Order No. 9-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half times the regular rate of pay for hours worked in excess of eight hours per day and/or 40 hours per week, and for the first eight hours on the seventh consecutive work day, with double time for all hours worked in excess of eight hours on the seventh day of any workweek, or after 12 hours in any work day.

Mr. Bell and other aggrieved employees are current and former employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 9-2001. Enterprise failed to compensate Mr. Bell and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half times or double the regular rate of pay as provided by Labor Code §§ 510

and 1194 and Wage Order No. 9-2001, § 3; requiring, suffering or permitting Mr. Bell and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Mr. Bell and other aggrieved employees work through meal periods without compensation; illegally and inaccurately recording time worked by Mr. Bell and other aggrieved employees; and other methods to be discovered.

In violation of California law, Enterprise has refused to perform its obligations to compensate Mr. Bell and other aggrieved employees for all wages earned and all hours worked.

Enterprise's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

Enterprise failed to pay Mr. Bell and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. For example, Enterprise required Mr. Bell and other aggrieved employees to work off-the-clock without compensation. Enterprise also failed to pay Mr. Bell and other aggrieved employees premium wages owed for each work day a meal period was not provided and each work day a rest period was not authorized and permitted.

In addition, Enterprise failed to pay Mr. Bell and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. Enterprise knew it was required to pay overtime wages, yet on many occasions failed to pay Mr. Bell and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code §§ 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to 30 days.

Enterprise failed to pay accrued wages to Mr. Bell and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because Enterprise required Mr. Bell and other aggrieved employees to work off-the-clock without compensation and failed to pay Mr. Bell and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, Enterprise failed and continues to fail to pay the full earned and unpaid wages due to Mr. Bell and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Enterprise failed to timely provide Mr. Bell and other aggrieved employees accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing Mr. Bell and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 9-2001, § 7.

Enterprise failed to provide its employees lawful meal and rest breaks; nevertheless, Enterprise failed to include in the wage statements the extra hour of compensation owed for each work day a meal break was not provided and each work day a rest break was not authorized and permitted. In addition, Mr. Bell and other aggrieved employees performed work off-the-clock, and Enterprise failed to include this time worked on Mr. Bell's and other aggrieved employees' wage statements. Enterprise also did not properly calculate Mr. Bell's and other aggrieved employees' regular rate of pay. As a result, Mr. Bell's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Failure to Maintain Required Records

Enterprise failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 9-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Enterprise failed to provide its employees lawful meal and rest breaks; nevertheless, Enterprise failed to include in the wage statements the extra hour of compensation owed for each work day a meal break was not provided and each work day a rest break was not authorized and permitted. In addition, Mr. Bell and other aggrieved employees performed work off-the-clock, including during meal breaks, and were

compensated for such time. As a result, Enterprise failed to maintain accurate records of the total daily hours worked by each employee, meals periods, and when each employees began and ended each work period. Employees' wage statements also were inaccurate. In addition, Enterprise did not properly calculate Mr. Bell's and other aggrieved employees' regular rate of pay.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. Enterprise failed to indemnify Mr. Bell and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Enterprise, including but not limited to expenses for personal cell phone and vehicle use, and other employment-related expenses, in violation of Labor Code § 2802.

***

This notice is hereby given to Enterprise and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be employees of Enterprise, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Mr. Bell's reasonable attempt to settle his dispute with Enterprise prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise Enterprise of Mr. Bell's aforementioned grievances and the proposed remedies as detailed below, while affording Enterprise reasonable opportunity to meet Mr. Bell's demands.

Demand is hereby made that Enterprise shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. Enterprise shall pay Mr. Bell and all other similarly-situated persons employed by Enterprise at any time during the past 48 months back pay and compensation for the above referenced violations.

2. Enterprise shall comply with all California labor laws and ensure that its employees are provided lawful meal and rest breaks and paid minimum and overtime wages for all hours worked.

3. Enterprise shall conduct a survey or interview all current and former employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided and the number of rest breaks which were not authorized and permitted, with the investigation to be completed within 60 days.

4. Enterprise shall pay each employee one hour of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. Enterprise also shall pay each employee one hour of pay for each work day he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.

5. Enterprise shall reimburse those employees who were required to pay for any business expenses incurred for Enterprise's benefit, including but not limited to costs associated with personal cell phone and vehicle use in the discharge of their duties without compensation.

6. Enterprise shall pay accrued interest to all employees at the rate of 10% per annum for said unpaid wages.

7. Enterprise shall pay waiting time penalties, equal to 30 days of pay, to each former employee who was not paid all wages due as described herein.

8. Enterprise shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698, et seq., including but not limited to penalties under Labor Code §§ 210, 225.5, 226.3, 558, 1174.5, 1197.1, 1199 and 2699 and Wage Order No. 9-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to RD Law Group, 707 Wilshire Blvd., 47th Floor, Suite C7, Los Angeles, California 90017-3729.

Additionally, please advise us if the Agency or Enterprise requires additional information regarding Mr. Bell's claims.

Sincerely,

/s/ Alex Derval /
Partner

EXHIBIT B

Bruce Weisenberg (260521)
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San Francisco, CA 94121
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Attorneys for Plaintiff PAUL BELL,
individually, and on behalf of others similarly situated

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN LUIS OBISPO

PAUL BELL, individually, and on behalf of others similarly situated, Plaintiff, vs. ENTERPRISE RENT-A-CAR COMPANY OF LOS ANGELES, LLC, a Delaware limited liability company; and DOES 1 through 100, inclusive, Defendants.	Case No. 25CV-0672 **[PROPOSED] ORDER GRANTING APPROVAL OF PAGA SETTLEMENT; JUDGMENT THEREON**

This matter came on for hearing on _____, at _____ in Department 2 of the above-captioned Court, on a Motion for an Order Granting Approval of a PAGA Settlement.

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

HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

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

A. "Alleged Violations" shall mean Defendant's alleged violations of Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 432, 500, 510, 511, 512, 515, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199 and 2802, committed against the Settlement Members during the PAGA Period, all of which violations were alleged in Plaintiff's Notice Letter to the LWDA.

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

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

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

D. "Individual Settlement Payment" refers to each Settlement Member's pro rata share of the PAGA Fund.

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

F. "Maximum Settlement Amount" refers to the Court-approved amount that Defendant shall have to pay in connection with this Settlement, which shall be inclusive of all Individual Settlement Payments to Settlement Members, Plaintiff's Counsel Payment, Settlement Administration Costs, and the PAGA payment to the LWDA. The Maximum Settlement Amount shall not exceed $913,003.28.

G. "Notice" refers to the Notice of PAGA Settlement, substantially in the form attached hereto as Exhibit "C," which shall be subject to Court approval and which the Settlement Administrator shall mail to each Settlement Member explaining the terms of the Settlement.

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

I. "PAGA Fund" refers to the Maximum Settlement Amount, less Plaintiff's Counsel Payment and the Settlement Administration Costs.

J. "PAGA Period" shall mean July 15, 2024, through December 19, 2026.

K. "Plaintiff" refers to plaintiff PAUL BELL, individually and in his capacity as a representative of the State of California on behalf of other aggrieved employees.

L. "Plaintiff's Counsel" shall mean Weisenberg Law and RD Law Group, LLP.

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

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

N. "Plaintiff's Notice Letter to the LWDA" refers to the letter dated 7/21/25, which is attached hereto as Exhibit "A."

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

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

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

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

S. "Settlement Members" refers to all persons employed by Defendant in California during the PAGA Period.

T. "Settlement Packet" means the Notice and Individual Settlement Payment to be sent to each Settlement Member by the Settlement Administrator.

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

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

(d) Plaintiff seeks recovery under PAGA, based on the Alleged Violations, committed against the Settlement Members during the PAGA Period. Judgment is hereby entered against Defendant, in the amount of $913,003.28, representing recovery under PAGA, arising from the Alleged Violations.

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

(f) The Court finds that attorneys' fees in the amount of $_____ and litigation costs of $_____ for Plaintiff's Counsel are fair, reasonable and adequate, and orders that the Settlement Administrator distribute these payments to Plaintiff's Counsel in conformity with the Settlement Agreement. The foregoing fees are reasonable in consideration of the benefit obtained for the LWDA and aggrieved employees.

(g) The Court approves payment to the third-party settlement administrator in the amount of $_____.

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

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

(j) Without affecting the finality of this Final Judgment in any way, the Court reserves exclusive and continuing jurisdiction over the action and the parties for purposes of supervising the implementation, enforcement, construction, administration and effectuation of the Settlement. The Parties agree that the Court shall retain jurisdiction over the Parties, over the Released Claims (as to Plaintiff individually and those of other aggrieved employees), and over this Settlement for all enforcement purposes.

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

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

IT IS SO ORDERED.

Dated: _____ _____

HON. CRAIG B. VAN ROOYEN

EXHIBIT C

Check

[DATE]

Dear [NAME]:

The enclosed check is your proportional share of the settlement under the California Private Attorneys General Act ("PAGA"), Labor Code § 2698, *et seq.*, in the case entitled *Bell v. Enterprise Rent-A-Car Company of Los Angeles, LLC, et al.* (San Luis Obispo County Superior Court Case No. 25CV-0672). The lawsuit alleged that Defendant ("Enterprise") violated certain Labor Code Sections. Enterprise has denied the allegations, but has reached a settlement to avoid the expense and disruption of further litigation. You are receiving this check because you worked for Enterprise as an employee within the State of California at some point during the period of July 15, 2024, through December 19, 2026 ("Aggrieved Employee"). Your proportional share was calculated on a pro rata basis (i.e., proportionally) based on the number of pay periods you worked during that time period as a percentage of the total number of pay periods worked by all Aggrieved Employees during that time period, with non-exempt employees receiving twice as much settlement money per pay period as exempt employees.

The LWDA and Settlement Members have fully released and forever discharged the Released Parties from the Released Claims. As a result of this release, the Settlement Members are precluded from bringing a claim for any of the Released Claims. The foregoing incorporates the following definitions:

- "Alleged Violations" shall mean Defendant's alleged violations of Labor Code Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 222, 223, 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 432, 500, 510, 511, 512, 515, 558, 558.1, 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199 and 2802, committed against the Settlement Members during the PAGA Period.
- "PAGA Period" shall mean July 15, 2024, through December 19, 2026.
- "Released Claims" means any and all claims under PAGA on behalf of any PAGA Settlement Member, related to the Alleged Violations.
- As used herein, "Settlement Members" or "Aggrieved Employees" refers to all persons employed by Defendant as employees in California during the PAGA Period.
- "Released Parties" means Defendant and all of its past and present parents, subsidiaries, affiliated and/or related corporations, predecessors, successors, and assigns, including each of their officers, directors, members, shareholders, managing agents, representatives, consultants, attorneys, insurers and divisions, whether previously or hereinafter affiliated in any manner. Released Parties specifically include without limitation Enterprise Holdings, Inc., which is an intended third party beneficiary of this Agreement.

The Aggrieved Employees will not be deemed to have released any claims other than the "Released Claims" by virtue of this Settlement. Upon entry of the Order approving the Settlement, all Aggrieved Employees will be

barred from proceeding with any claim released by this Settlement. Nothing in this Settlement precludes any Aggrieved Employee from pursuing an individual claim for wages against Defendant.

Please cash or deposit your check on or before its printed void date. Checks will not be re-issued after the void date. If you have any questions about this payment, contact the Settlement Administrator at [CONTACT]. Please note that the Settlement Administrator cannot provide tax advice. If you have questions about the tax treatment of this payment, we suggest that you consult your tax advisor or accountant.

Regards,

Bell v. Enterprise Rent-a-Car Settlement Administrator

EXHIBIT 5

[Insert LWDA online-submission confirmation for the proposed settlement, Motion, and Declaration, obtained on the date of filing.]