Bruce Weisenberg (260521)
Weisenberg Law
129 22nd Avenue
San Francisco, CA 94121
Telephone: (415) 553-0911
bruce@weisenberg.law

Eva Abrams (181424)
Alex Derval (326859)
RD Law Group, LLP
707 Wilshire Blvd, Fl 47th, Ste C7
Los Angeles, CA, 90017
Telephone: (310) 894-5369
eva@rdlawgroup.com
alex@rdlawgroup.com

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

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

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

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF 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

Paul Bell v. LA PAGA Settlement Agreement - final clean

Final Audit Report 2026-09-22

Created:	2026-09-22
By:	Bruce Weisenberg (b.weisenberg@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAO4Ze9WrT8jrxP3R5EX5E5QwYqCrjDWv8

"Paul Bell v. LA PAGA Settlement Agreement - final clean" History

Document created by Bruce Weisenberg (b.weisenberg@gmail.com)
2026-09-22 - 7:04:47 PM GMT

Document emailed to Paul Bell (plbftf@gmail.com) for signature
2026-09-22 - 7:04:54 PM GMT

Email viewed by Paul Bell (plbftf@gmail.com)
2026-09-22 - 7:10:23 PM GMT

Document e-signed by Paul Bell (plbftf@gmail.com)
Signature Date: 2026-09-22 - 7:23:27 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_TYPE

Agreement completed.
2026-09-22 - 7:23:27 PM GMT