

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413
Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiff KELSEY WOLFF, on behalf of herself and other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KELSEY WOLFF, an individual; on behalf of
herself and other aggrieved employees,

Plaintiffs,

vs.

ENTERPRISE FLEET MANAGEMENT,
INC., a Missouri corporation; and DOES 1
through 100, inclusive,

Defendants.

) Case No. 23STCV16885

)
) *[Assigned For All Purposes To Judge Kevin C.
Brazile, Dept: 20]*

) **RESERVATION ID. # 429798124410**

) **DECLARATION OF AARON A. BARTZ**
) **IN SUPPORT OF MOTION TO**
) **APPROVE PAGA SETTLEMENT**

) Date: July 2, 2024

) Time: 8:30 a.m.

) Dept.: 20

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1 7. The Agreement covers the following “Settlement Members”: All persons
2 employed by Defendant as non-exempt employees in California during the PAGA Period. Based
3 upon Defendant’s records, there are 105 aggrieved employees between May 1, 2022 and
4 February 2, 2024.

5 8. As part of the settlement, the aggrieved employees release only penalties
6 recoverable under PAGA, and do not release any of their underlying wage claims. Along with a
7 check for penalties, the Settlement Administrator will send each Aggrieved Employee a Notice
8 describing the nature of the asserted claims, the released claims, and the fact that the Settlement
9 does not preclude the Aggrieved Employee from pursuing an individual claim for wages against
10 the Defendant. A true and correct copy of the PAGA Notice that the Settlement Administrator
11 will send to Aggrieved Employees is attached as **Exhibit “C”** to the **Exhibit 1** Settlement
12 Agreement.

13 **Background of Case**

14 9. This case arises out of alleged wage and hour violations committed by Defendant
15 against their non-exempt employees in California. Prior to pursuing this case, I spoke at length
16 with Plaintiff regarding the wage violations and potential claims that could be brought against
17 Defendant. I also reviewed payroll and other personnel records of Plaintiff. On May 3, 2023,
18 and thereafter on April 1, 2024, Plaintiff filed and served her PAGA letter and amended PAGA
19 letter, respectively, on the Labor and Workforce Development Agency (LWDA) and Defendants.
20 A true and correct copy of Plaintiff’s PAGA letters are collectively attached as **Exhibit “A”** to
21 the **Exhibit 1** Settlement Agreement. Plaintiff filed a Complaint on July 19, 2023, on behalf of
22 herself and other aggrieved employees for Civil Penalties under PAGA based on Defendant’s
23 wage and hour violations, including failure to pay all wages, meal period and rest break
24 violations, and other wage violations. Attached as **Exhibit 2** is a true and correct copy of
25 Plaintiff’s PAGA Complaint filed in this action.

26 10. After filing this action, Plaintiff propounded initial representative discovery, then
27 Defendant moved to compel arbitration of Plaintiff’s individual claims. Then, the parties
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1 engaged in informal settlement discussions. Defendant informally produced a 10% sampling of
2 time and payroll records for aggrieved employees, as well as Defendant's employment policies
3 in effect during the PAGA period. The negotiations took many months, and were subject to
4 considerable back and forth compromises as to the strength and weaknesses of the asserted
5 claims. Based on my extensive experience in litigating PAGA claims, I also compiled an
6 analysis of overall penalties that could be recovered in the event Plaintiff was successful on all of
7 her claims.

8 11. Ultimately, the parties were able to arrive at a fair settlement. Plaintiff did not
9 settle this case until she had conducted sufficient investigation into the claims, and thoroughly
10 reviewed Defendants' employment policies and pay records. At all times, the negotiations were
11 non-collusive, and involved considerable disputes over payment terms. I believe that this is a
12 good settlement of the PAGA claims, which will not affect any aggrieved employee's right to
13 pursue underlying Labor Code violations against Defendants if he or she chooses to do so.

14 12. Thereafter, on April 18, 2024, Plaintiff filed a First Amended Complaint.
15 Attached as **Exhibit 3** is a true and correct copy of Plaintiff's First Amended PAGA Complaint
16 filed in this action.

17 **Plaintiffs' Counsel Is Very Experienced In Representative And Class Actions**

18 13. I am experienced class action and representative action counsel, including
19 specializing in wage and hour and employment claims. Some of the class action litigation on
20 which I have served as Class Counsel include:

21 a. *Wilkins, et al. v. Equinox Holdings, Inc.*

22 Los Angeles Superior Court, No.: BC440058

23 b. *TBC Retail Group Wage and Hour Cases*

24 Los Angeles Superior Court, No.: JCCP No. 4701

25 c. *Casserly v. Randstad US, L.P., et al.*

26 U.S.D.C., Central District of California, No. SACV 12-1023-DOC(ANx)

27 d. *Crilly v. Micro Electronics, Inc.*

- 1 Orange County Superior Court, No.: 30-2013-00662586-CU-OE-CXC
- 2 e. *Concho, et al. v. Pipeline Carriers, Inc. et al.*
- 3 Orange County Superior Court, No.:30:2013-00649600-DU-OE-CXC
- 4 f. *Holsted et al. v. R.J. Noble Company et. al.*
- 5 Orange County Superior Court, No.:30:2010-00379770-CU-OE-CXC
- 6 g. *Piggue v. Chief Protective Services, Inc.*
- 7 Orange County Superior Court, No.:30-2013-00688107-CU-OE-CXC
- 8 h. *Walsh v. Pacific Bell Telephone Company*
- 9 Orange County Superior Court, No.:30-2011-00498062-CU-OE-CXC
- 10 i. *Woods v. JFK Memorial Hospital*
- 11 Riverside County Superior Court, No.: INC 1205209
- 12 j. *Ramirez et. al v. Titan Insurance of New Mexico*
- 13 Riverside County Superior Court, No.: RIC1211890
- 14 k. *DeSantos v. Jaco Oil Company, et al.*
- 15 U.S.D.C. Eastern District of California, No. 1:14-CV-00738-JLT
- 16 l. *Duran v. Big 5 Corp.*
- 17 Los Angeles Superior Court, Case No. BC557154
- 18 m. *Sheahan v. Celtic Leasing Corporation, Inc.*
- 19 Orange County Superior Court No.: 30-2016-00852151-CU-OE-CXC
- 20 n. *Panasis v. Control4 Corporation*
- 21 United States District Court, Central District of California
- 22 Case No. SACV-16-1179-DOC
- 23 o. *O&R Construction, LLC v. Dun & Bradstreet, et al.*
- 24 United States District Court, Western District of Washington
- 25 Case No. C12-2184 TSZ
- 26 p. *Matthews v. Whelan Security of California, Inc.*
- 27 Orange County Superior Court, No.: 30-2016-00833250-CU-OE-CXC
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q. *Rodriguez v. R.J. Noble Company (Navarro/Kles)*

Orange County Superior Court, No.: 30-2017-00916018-CU-OE-CXC

r. *Wang v. Fountain Valley Regional Hospital and Medical Center*

Orange County Superior Court, No. 30-2015-00821329-CU-OE-CXC

s. *Skerl v. Sutter Bay Hospitals*

San Mateo Superior Court, No. 21-CV-02057

14. I graduated from Vanderbilt University in 1992 with a Bachelor of Arts in Economics and English, and graduated from Southwestern Law School in 1998. Since becoming a lawyer in 1998, my practice has focused on complex litigation matters, and for more than a decade, complex employment law and wage and hour matters.

15. I am a member of the California State Bar, the Orange County Bar Association, Los Angeles County Bar Association, and the California Employment Lawyers Association. I have an AV rating from Martindale-Hubbell, the highest possible rating for a lawyer. During my 25-year career, I have handled many successful employment law matters both at the trial and appellate levels. I estimate that I have represented plaintiffs in hundreds of different employment cases, the vast majority of which have resulted in favorable settlements, awards and/or verdicts for my clients. I have successfully prosecuted and obtained significant recoveries in several class action lawsuits and other lawsuits involving complex legal and factual issues. In 2015, I was co-lead counsel in *Walsh v. Pacific Bell*, which settled for \$16,800,000. Recently, in the *Skerl v. Sutter Bay Hospitals* case above, the parties settled for \$12,000,000. I have also been involved in many other million and multi-million dollar verdicts and settlements over the years.

16. In addition to myself, my paralegal Nestor Mejia has an AA from West Los Angeles College in Business Administration, and has many years of experience working on employment and wage and hour matters, including PAGA and complex class actions, for my firm and others within California.

Evaluation of the PAGA Claims

17. Plaintiffs seek PAGA penalties only in this case. The sole PAGA claim that is at

1 issue in this settlement concerns Defendants' failure to: (1) pay all wages owed; (2) provide
2 duty-free meal periods; (3) authorize and permit duty-free rest periods; (4) pay all wages due
3 upon termination; (5) properly maintain and submit accurate itemized wage statements; and (6)
4 reimburse expenses. The analysis of penalties exposure is set forth below:

5 a. Unpaid wages

6 California Labor Code § 510(a) and the applicable Wage Orders regulating payment of
7 wages in the State of California, provide that eight (8) hours of labor constitutes a day's work
8 and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty
9 (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half
10 times the regular rate of pay for each employee and any work in excess of twelve (12) hours in
11 any one workday shall be compensated at the rate of no less than twice the regular rate of pay for
12 each employee.

13 Plaintiff contends that Defendant violated wage laws based on the theory that Plaintiff
14 and other aggrieved employees worked off-the-clock, including prior to and after their shifts.
15 For Plaintiff and other aggrieved employees, who worked remotely, Plaintiff alleges that she and
16 others received phone calls and text messages after their shifts, and were required to respond, but
17 Defendant failed to pay them for that time.

18 Defendant contends that it has numerous defenses to Plaintiff's unpaid wage claims,
19 including that it paid for all hours worked, and had policies prohibiting working off-the-clock.

20 Pursuant to Labor Code § 558, penalties for regular rate violations are \$50 for the first
21 pay period, and \$100 for each subsequent pay period. Thus, the maximum potential PAGA
22 penalties for the unpaid wage claim is \$346,650, which is calculated as follows: 105 [number of
23 aggrieved employees] x \$50 [first pay period penalty] + 3414 [number of subsequent pay
24 periods] x \$100 [subsequent pay period penalty] = \$346,650. Because of the difficulty of
25 proving off-the-clock claims with objective evidence, Plaintiff believes she had a 15% chance of
26 success on the unpaid wage theory. Nevertheless, Labor Code section 2699(e)(2) also gives a
27 trial court broad discretion to reduce PAGA penalties: "[A] court may award a lesser amount
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1 than the maximum civil penalty amount specified by this part if, based on the facts and
2 circumstances of the particular case, to do otherwise would result in an award that is unjust,
3 arbitrary and oppressive, or confiscatory.” Case law supports a trial court’s discretion in
4 downgrading penalties based on these factors. *See Thurman v. Bayshore Transit Management,*
5 *Inc.*, 203 Cal.App.4th 1112, 1135-1136 (2012) (no abuse of discretion by reducing penalty by 30
6 percent). Thus, Plaintiff believes that the real value of the unpaid wage penalties is
7 approximately \$36,398. ($\$346,650 \times .15$ [chances of success] $\times .7$ [court discretion] = \$36,398).

8 b. Meal period violations

9 Plaintiff contends that Defendant failed to provide Plaintiff and other aggrieved
10 employees thirty-minute duty-free meal periods for every five hours of work as is required by
11 Labor Code § 512, the applicable wage orders, and in violation of *Brinker Restaurant Corp. v.*
12 *Superior Court*, 53 Cal.4th 1004 (2012). In *Brinker*, the California Supreme Court held that
13 “under ... Labor Code § 512, subdivision (a), an employer must relieve the employee of all duty
14 for the designated period.” *Id.* at 1034.

15 Plaintiff alleges that meal periods were short, late and missed because of the work
16 demands on Plaintiff and other aggrieved employees, whereby Plaintiff alleges that Defendant
17 scheduled calls and meetings during the time that she should have had her meal period. After
18 extensively analyzing the meal period violations, Plaintiff found that for the most part,
19 Defendant was in substantial compliance with California’s meal period laws in terms of timing,
20 pursuant to *Donohue v. AMN Services, LLC*, 11 Cal.5th 58 (2021). As such, Plaintiff does not
21 value that part of the meal period claim highly. Moreover, because Plaintiff and other aggrieved
22 employees were remote workers, it would be difficult to prove on a representative basis that
23 Plaintiff and other aggrieved employees were not able to take duty-free meal periods.

24 Defendant contends that it permits all aggrieved employees more than 30-minute meal
25 periods, and whenever meal periods were late, short or missed, it was due to the fact that
26 aggrieved employees voluntarily chose to take their meal periods at differing times based on
27 their flexible work schedules. Defendant further argues that individual issues will predominate
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1 because of the various scenarios affecting different classes of employees working for Defendant.
2 As such, Defendant claims that PAGA claims must meet a manageability requirement. *See*
3 *Wesson v. Staples The Office Superstore, LLC*, 68 Cal.App.5th 746 (2021) (holding that courts
4 have inherent authority to ensure the manageability of PAGA claims).

5 The maximum potential PAGA penalties recoverable for meal period violation are
6 \$693,300. Given that PAGA allows penalties of \$100 per pay period and a subsequent penalty
7 of \$200 per pay period, the amount is calculated as follows: 105 [number of aggrieved
8 employees] x \$100 [first penalty amount] + 3414 [subsequent pay periods] x \$200 [subsequent
9 penalty amount] = \$693,300. Based on the various issues raised above regarding proving meal
10 period violations, Plaintiff believes that she has a 10% chance of proving all of those penalties.
11 Thus, Plaintiff believes that the real value of the meal period penalties is \$48,531. (\$693,300 x
12 .1 [chances of success] x .7 [court discretion] = \$48,531).

13 c. Rest period claims

14 Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and
15 permit all employees to take rest periods, which insofar as practicable shall be in the middle of
16 each work period. The authorized rest period time shall be based on the total hours worked daily
17 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However,
18 a rest period need not be authorized for employees whose total daily work time is less than three
19 and one-half (3½) hours. Authorized rest period time shall be counted as hours worked for which
20 there shall be no deduction from wages.”

21 Section 12(B) of the IWC Wage Order(s) states: “If an employer fails to provide an
22 employee a rest period in accordance with the applicable provisions of this order, the employer
23 shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for
24 each workday that the rest period is not provided.”

25 Under *Brinker, supra*, the California Supreme Court found that employers have a “duty
26 to make a good faith effort to authorize and permit rest breaks in the middle of each work period.
27 ...” *Brinker, supra*, 53 Cal.4th at 1031. Plaintiff alleges that rest periods were not authorized or
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1 permitted because Plaintiff and other aggrieved employees were scheduled to be on calls and
2 attend meetings all day, and therefore had no opportunity to take duty-free and uninterrupted rest
3 periods.

4 Defendant contends that it complied with California's rest period requirements, and
5 produced a rest period policy that facially complies with California law.

6 Plaintiff calculates total penalties on the rest period claim of \$693,300. Given that PAGA
7 allows penalties of \$100 per pay period and a subsequent penalty of \$200 per pay period, the
8 amount is calculated as follows: 105 [number of aggrieved employees] x \$100 [first penalty
9 amount] + 3414 [subsequent pay periods] x \$200 [subsequent penalty amount] = \$693,300.

10 Given Defendant's facially valid rest period policy, the fact that Plaintiff and other aggrieved
11 employees were remote workers, and potential individual issues relating to proving rest break
12 violations, Plaintiff believes she had a 5% chance of recovering all of the above penalties on the
13 rest period claim, in the absence of other mitigating factors. Given that a court has discretion
14 regarding the amount of penalties to be assessed, Plaintiff therefore believes the real exposure of
15 PAGA penalties on the rest period claim is approximately \$24,266. ($\$693,300 \times .05$ [chances of
16 success] x .7 [court discretion] = \$24,266.)

17 d. Failure to pay all wages on termination

18 Plaintiff further alleges that pursuant to Labor Code §203, aggrieved employees terminated
19 from Defendant's employment are entitled to a penalty pursuant to Labor Code §256, because
20 Defendant did not pay them all wages due upon separation. Such a claim is derivative, and for the
21 same reasons as stated above, Defendant contends no wages are due, and thus no penalties owed
22 under PAGA. Defendant further argues that its failure to pay wages upon separation was not
23 "willful," in that the law is uncertain as to claims asserted in this case or whether the failure to pay is
24 due to a good faith dispute. *See Barnhill v. Robert Saunders & Co.*, 125 Cal.App.3d 1, 8 (1981)
25 (employer's failure to pay is not willful if its failure is due to uncertainty in the law); *Road Sprinkler*
26 *Fitters Local Union No. 669 v. G & G Fire Sprinklers, Inc.*, 102 Cal.App.4th 765, 782 (2002)
27 (willfulness not met if defendant's failure to pay a result of a "good faith mistaken belief that wages
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are not owed”). Defendant further argues that Labor Code § 256 only applies to seasonal laborers and therefore is inapposite to the aggrieved employees in this case. *See Culley v. Lincare, Inc.*, 236 F.Supp.3d 1184 (E.D. Cal. 2017).

Plaintiff calculates PAGA penalties on this claim of \$10,500. This was calculated by multiplying 105 [employees] by \$100 [waiting time penalty]. Based on the heightened willfulness standard, Plaintiff estimates that the real exposure of this claim is 10% of those total penalties. Moreover, Plaintiff applies the same discounts as set forth above in the above analysis as to the court’s discretion to reduce penalties. As such, Plaintiff believes the real exposure on this claim to be \$735 ($\$10,500 \times .1$ [chances of success] $\times .70$ [court discretion] = \$735).

e. Improper pay stubs

Plaintiff further alleges that Defendant failed to provide proper pay statements that complied with Labor Code § 226.

Plaintiff alleges similar theories of liability as above with respect to the paystub claim, i.e. that the wage statements are defective because they do not reflect all wages owed, and fail to show premium payments for missed meal and rest periods. *See Naranjo v. Spectrum Security Servs., Inc.*, 13 Cal.5th 93 (2022). Plaintiff further alleges that to obtain PAGA penalties for pay stub violations, a plaintiff need not satisfy the “injury” or “knowing and intentional” requirements of Labor Code section 226(e)(1). *See Raines v. Coastal Pacific Food Distributors, Inc.*, 23 Cal.App.5th 667 (2018).

On the other hand, Defendant argues derivative violations of Labor Code § 226 do not give rise to pay stub violations upon which PAGA penalties arise. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal.App.5th 1308 (2018); *see also Culley v. Lincare Inc.*, 236 F.Supp.3d 1184, 1195-1196 (E.D. Cal. 2017). Defendant further argues that any such violations were inadvertent, and therefore not actionable. *See Heritage Residential Care, Inc. v. Division of Labor Standards Enforcement*, 192 Cal.App.4th 75 (2011).

Plaintiff calculates pay stub penalties to be approximately \$693,300. Given that PAGA allows penalties of \$100 per pay period and a subsequent penalty of \$200 per pay period, the

1 amount is calculated as follows: 105 [number of aggrieved employees] x \$100 [first penalty
2 amount] + 3414 [subsequent pay periods] x \$200 [subsequent penalty amount] = \$693,300.
3 Plaintiff believes she had a 10% chance of recovering all of the potentially recoverable civil
4 penalties. Moreover, Plaintiff applies the same discounts as set forth above in the analysis as to
5 the court's discretion to reduce penalties. As such, Plaintiff believes the real exposure on this
6 claim to be \$48,531. ($\$693,300 \times .1$ [chances of success] $\times .7$ [court discretion] = \$48,531).

7 f. Reimbursement of expenses

8 Labor Code § 2802 provides, in pertinent part: "An employer shall indemnify his or her
9 employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
11 the employer. . ."

12 Plaintiff contends that Defendant required she and other aggrieved employees to use their
13 personal cell phones to respond to work calls and respond to text messages during their
14 employment. Defendant contends that Plaintiff and the other aggrieved employees were
15 prohibited from working off the clock, and therefore any use of personal cell phones for work
16 purposes during non-work hours was voluntary and not reimbursable.

17 Upon further investigation and discussions with witnesses, Plaintiff was unable to
18 substantiate this claim to prove PAGA penalties across all pay periods. At most, therefore,
19 because of proof problems with this claim, Plaintiff values the total reimbursement claim at \$100
20 per employee, or \$10,500. But given the tenuous nature of this claim, Plaintiff estimates the real
21 value is 10% of that amount, or \$1,050.

22 g. Total exposure to PAGA penalties

23 Based upon the alleged Labor Code violations, Plaintiff's believe the total actual PAGA
24 exposure is approximately \$159,511. Based on a settlement value of \$70,000, this amounts to
25 approximately 44% of the total exposure to PAGA penalties. Plaintiff believes this to be a good
26 result, given that Defendant has valid defenses to Plaintiff's claims, and there is a substantial
27 question as to whether a trial court will even award cumulative penalties sought by Plaintiff for
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1 alleged multiple Labor Code violations because there is no established precedent for such an
2 award.¹ Moreover, even to the extent any violations are proven, Defendant argues that any
3 heightened penalties from subsequent violations are not warranted. *See Amaral v. Cintas Corp.*
4 *No. 2*, 163 Cal.App.4th 1157, 1208-1209 (2008) (“Until the employer has been notified that it is
5 violating a Labor Code provision. . . , the employer cannot be presumed to be aware that its
6 continuing underpayment of employees is a ‘violation’ subject to penalties”).

7 **Attorneys’ Fees and Costs**

8 18. To date, my firm Bartz Law Group, APC has spent approximately 50 hours on
9 this action and has incurred approximately \$39,000 in fees. The fees incurred were reasonable
10 and necessary in order to prosecute this case. My billing rate of \$850 per hour and my co-
11 counsel’s billing rate of \$725 an hour are in line with other firms billing rates for similar work,
12 and generally, lower based on our collective experience and results achieved in other cases. In
13 connection with this PAGA settlement, Plaintiffs’ counsel requests attorneys’ fees of \$23,333, or
14 one-third of the gross settlement amount. This amount is less than PAGA counsel’s lodestar of
15 over \$49,000, which includes fees incurred in this matter by United Employees Law Group, and
16 I believe that pursuant to *Laffitte v. Robert Half Int’l, Inc.*, 1 Cal.5th 480 (2016), such a recovery
17 in fair and reasonable in this case, given the work expended and the results achieved in this case.
18 Bartz Law Group APC has also incurred \$1,000 in out of pocket costs, all of which were
19 reasonable and necessary in prosecuting this action. Attached as **Exhibit 4** is a true and correct
20 copy of the attorneys’ fees to date incurred to prosecute this action. Attached as **Exhibit 5** is a
21 true and correct copy of the litigation expenses incurred in this action.

22 19. Plaintiffs’ counsel has also retained Xpand Legal Consulting, LLC to administer
23 the settlement in this case. The Settlement Administrator provided a not to exceed bid for \$3,500
24 to administer the settlement. The Settlement Administrator’s bid is attached hereto as **Exhibit 6**.

25 _____
26 ¹ While there are cases allowing for the “stacking” of penalties when it comes to evaluating the
27 “amount in controversy” where a case has been removed to federal court (*see Schiller v. David’s*
28 *Bridal, Inc.*, 2010 WL 2793650 (E.D. Cal. July 14, 2010), it appears to be an open question
whether such “stacked” penalties may be awarded when they potentially overlap and “double
count” remedies for similar violations.

1 20. I am aware of no actual or potential conflicts of interest between Plaintiffs'
2 counsel or any of the aggrieved employees in this case and/or the settlement administrator.
3 Moreover, I am not aware of any other pending matters or actions that assert similar claims as
4 the ones asserted herein, that will be extinguished or adversely affected by this PAGA
5 settlement.

6 21. My office provided notice of the proposed settlement and all documents filed in
7 support of this motion for PAGA settlement approval to the LWDA via uploading the documents
8 the California DIR/LWDA's website on the same date as the filing of the instant motion.
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10 I declare under penalty of perjury under the laws of the State of California that the
11 foregoing is true and correct. Executed on April 21, 2024, at Irvine, California.

12 //Aaron A. Bartz//
13 Aaron A. Bartz
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EXHIBIT 1

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiff KELSEY WOLFF, on behalf of herself and other aggrieved employees

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
BALDWIN J. LEE (BAR NO. 187413)
E-Mail: blee@allenmatkins.com
CHRISTINA M. VIER (BAR NO. 317247)
E-Mail: cvier@allenmatkins.com
Three Embarcadero Center, 12th Floor
San Francisco, California 94111-4074
Phone: (415) 837-1515 / Fax: (415) 837-1516

Attorneys for Defendant
ENTERPRISE FLEET MANAGEMENT, INC.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

KELSEY WOLFF, an individual; on behalf
of herself and other aggrieved employees,

Plaintiff,

vs.

ENTERPRISE FLEET MANAGEMENT,
INC., a Missouri corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 23STCV16885

ASSIGNED FOR ALL PURPOSES TO
Judge Kevin C. Brazile
Dept: 20

**SETTLEMENT AGREEMENT
REGARDING PAGA CLAIMS**

SETTLEMENT AGREEMENT REGARDING PAGA CLAIMS

Kelsey Wolff, individually ("Wolff"), and in her capacity as a representative of the State of California on behalf of other aggrieved employees ("Plaintiff"), and Enterprise Fleet Management, Inc. ("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 *Wolff v. Enterprise Fleet Management, Inc.*, filed in the Superior Court of the State of California for the County of Los Angeles on July 19, 2023, designated as Case No. 23STCV16885.

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 Letters to the LWDA.

C. "Defendant" shall mean Enterprise Fleet Management, Inc.

D. "Defense Counsel" shall mean Allen Matkins Leck Gamble Mallory & Natsis LLP and the 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,

1 the Effective Date shall be the date which is 65 days after the date that the Court's
2 Judgment is entered.

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

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

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

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

16 J. "Maximum Settlement Amount" refers to the Court-approved amount that
17 Defendant shall have to pay in connection with this Settlement, which shall be inclusive
18 of all Individual Settlement Payments to Settlement Members, Plaintiff's Counsel
19 Payment, Settlement Administration Costs, and the PAGA payment to the LWDA. The
20 Maximum Settlement Amount shall not exceed Seventy Thousand Dollars (\$70,000.00).

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

26 L. "PAGA" refers to the Private Attorneys General Act of 2004, California
27 Labor Code Sections 2699 *et seq.*
28

1 **M.** “PAGA Fund” refers to the Maximum Settlement Amount, less Plaintiff’s
2 Counsel Payment and the Settlement Administration Costs.

3 **N.** “PAGA Period” shall mean May 3, 2022 through June 21, 2024.

4 **O.** “Parties” collectively refers to Plaintiff and Defendant.

5 **P.** “Plaintiff” refers to plaintiff Kelsey Wolff individually and in her capacity
6 as a representative of the State of California on behalf of other aggrieved employees.

7 **Q.** “Plaintiff’s Counsel” shall mean BARTZ LAW GROUP, APC and
8 UNITED EMPLOYEES LAW GROUP, PC.

9 **R.** “Plaintiff’s Counsel Payment” refers to Court-approved payment of
10 attorneys’ fees to Plaintiff’s Counsel (not to exceed 33⅓ percent of the Maximum
11 Settlement Amount), and Plaintiff’s Counsel’s expenses and costs reasonably incurred in
12 connection with this Action, as approved by the Court.

13 **S.** “Plaintiff’s Notice Letters to the LWDA” refers to the letters dated 5/3/23
14 and 4/1/24, both of which are attached hereto as Exhibit “A.”

15 **T.** “Released Claims” shall mean any and all claims under PAGA on behalf of
16 any Settlement Member, related to the Alleged Violations, all of which were alleged in
17 Plaintiff’s Notice Letters to the LWDA.

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

25 **V.** “Settlement Administrator” refers to Xpand Legal, the qualified, third-party
26 settlement administrator agreed to by the Parties to administer the terms of the
27 Settlement.
28

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

10 X. “Settlement Members” refers to all persons employed by Defendant as non-
11 exempt employees in California during the PAGA Period.

12 Y. “Settlement Packet” means the Notice and Individual Settlement Payment
13 to be sent to each Settlement Member by the Settlement Administrator.

14 **II. RECITALS**

15 A. On 5/3/23, Plaintiff’s Counsel sent a letter to the LWDA on behalf of
16 Plaintiff, in compliance with California Labor Code section 2699.3. On April 1, 2024,
17 Plaintiff’s Counsel sent an amended letter to the LWDA on behalf of Plaintiff, in
18 compliance with California Labor Code section 2699.3. Plaintiff seeks to represent
19 herself and all Settlement Members. The LWDA has not indicated that it intends to
20 investigate the alleged violations referenced in the letters.

21 B. On July 19, 2023, Plaintiff filed a Complaint in Los Angeles County
22 Superior Court, Case No. 23STCV16885, seeking civil penalties under PAGA.

23 C. On _____, 2024, Plaintiff filed a First Amended Complaint, seeking
24 civil penalties under PAGA.

25 D. Plaintiff seeks recovery under PAGA, based on the Alleged Violations,
26 committed against the Settlement Members during the PAGA period.

27 E. Counsel for both Parties have investigated the facts relating to the claims
28 alleged in the operative complaint and have made a thorough study of the legal principles

1 applicable to the claims asserted against Defendant. Based on their investigation and
2 evaluation of this case, Plaintiff's Counsel have concluded that the settlement is fair,
3 reasonable, and adequate in light of all known facts and circumstances, including the
4 defenses asserted by Defendant, potential adverse findings regarding liability, and
5 numerous potential appellate issues. Based upon data provided by Defendant to Plaintiff
6 regarding the Alleged Violations, Defendant estimates that there are 105 Settlement
7 Members and 3,519 pay periods between May 1, 2022 and February 2, 2024.

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

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

13 **III. NON-ADMISSION OF WRONGDOING OR LIABILITY**

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

21 B. The Parties agree that this Settlement does not constitute an admission by
22 Defendant or any of the Released Parties, as defined herein, of any of the matters alleged
23 in the Action or of any violation by any of them of any federal, state, or local law,
24 ordinance or regulation, or of any violation of any policy or procedure, or of any liability
25 or wrongdoing whatsoever. By entering into this Settlement, Defendant denies any
26 liability for any of the claims in the Action, as well as any other potential or unknown
27 claims based on wage and hour violations under state or federal law. Neither this
28 Settlement, nor anything contained in this Settlement, nor any document referred to or

1 contemplated herein, nor any action taken to carry out this Settlement, shall be construed
2 as, or may be used as, an admission, concession, or indication by or against Defendant or
3 the Released Parties of any unlawful conduct, fault, wrongdoing, or liability whatsoever.
4 Defendant and the Released Parties specifically deny that it has engaged in any unlawful
5 or wrongful conduct against Plaintiff or the Settlement Members.

6 **IV. TERMS OF THE PAGA SETTLEMENT**

7 **A. Maximum Settlement Amount**

8 Defendant shall pay a Maximum Settlement Amount not to exceed Seventy
9 Thousand Dollars (\$70,000.00). The Maximum Settlement Amount shall include
10 Plaintiff's Counsel Payment, Settlement Administration Costs, and the PAGA Fund.

11 **B. Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

12 1. Plaintiff's Counsel will apply to the Court for an award of attorneys'
13 fees not to exceed thirty three and one-third percent (33⅓%) of the Maximum Settlement
14 Amount, which amounts to Twenty Three Thousand, Three Hundred and Thirty Three
15 Dollars and Thirty Three Cents (\$23,333.33), which application Defendant will not
16 oppose. Plaintiff's Counsel will be responsible for submitting all documents to support
17 their request for attorneys' fees.

18 2. Plaintiff's Counsel will also seek reimbursement of reasonable
19 litigation costs associated with Plaintiff's Counsel's prosecution of the Action in an
20 amount not to exceed One Thousand Five Hundred Dollars (\$1,500.00), which
21 application Defendant will not oppose. Plaintiff's Counsel will submit documentation for
22 reimbursement of reasonable litigation costs.

23 3. Plaintiff's Counsel Payment shall be paid from the Maximum
24 Settlement Amount by the Settlement Administrator. Any reductions by the Court of
25 Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.
26 Defendant shall not be required to make any payments to Plaintiff's Counsel related to
27 Plaintiff's Counsel's fees and expenses other than as described herein; its sole obligation
28

1 shall be to pay the Maximum Settlement Amount to the PAGA Fund in accordance with
2 this Settlement.

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

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

8 **C. Settlement Administration Fees and Costs**

9 Settlement administration shall be done by the Settlement Administrator. The
10 Parties agree that Settlement Administrative Costs, which are estimated not to exceed
11 Three Thousand, Five Hundred Dollars (\$3,500.00), shall be paid from the Maximum
12 Settlement Amount.

13 **D. PAGA Fund**

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

17 2. The PAGA Fund shall be designated as civil penalties and shall be
18 allocated with seventy-five percent (75%) to be sent to the LWDA ("LWDA Portion")
19 and twenty-five percent (25%) to be allocated among the Settlement Members
20 ("Settlement Members Portion"). The penalties paid to each Settlement Member shall be
21 recorded on an IRS Form 1099, which will be issued to each employee by the Settlement
22 Administrator. Each employee shall be solely responsible for tax reporting and any tax
23 liability on all penalty amounts awarded and identified on an IRS Form 1099 form.

24 **II. COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT**
25 **FUND**

26 **A. Deposit Of Maximum Settlement Amount**

27 1. The Settlement Administrator shall establish a Qualified Settlement
28 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

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 PAGA Period. Partial pay periods worked will be counted as full pay periods worked. 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 by dividing the value of the portion of the PAGA Fund that will be paid to Settlement Members by the total number of pay periods worked by all Settlement Members during the PAGA Period. The Settlement Administrator's calculation of the amount of each Individual Settlement Award shall be binding on the Settlement Members.

3. Defendant's records shall be determinative for purposes of calculating the number of pay periods worked and any payments to Settlement Members.

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

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

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

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

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

27 7. To provide the best notice practicable, any Settlement Packets
28 returned to the Settlement Administrator as non-delivered shall be sent by post-marked

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

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

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

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

26 7. For any Settlement Members for whom the Settlement Packet was
27 deemed undeliverable, their portion of the PAGA Fund will be sent to the State of
28

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.

III. 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.

IV. 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

1 includes, but is not limited to, all claims arising from or based on Plaintiff's employment
2 with Defendant as well as any claims attributable to: common law; contract, quasi-
3 contract, or tort; unpaid salary, compensation, or benefits; the Employee Retirement
4 Income Security Act of 1974, as amended; the Internal Revenue Code of 1986, as
5 amended; harassment, discrimination, or retaliation under Title VII of the Civil Rights
6 Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act, Section
7 1981 of the Civil Rights Act of 1866; the Federal Medical Leave Act; the laws of
8 California; the California Labor, Government, and/or Business and Professions Codes
9 including but not limited to the California Fair Employment and Housing Act, the
10 California Family Rights Act and the California Unfair Business Practices Act; the
11 California Constitution; the California Consumer Credit Reporting Agencies Act; the
12 California Labor Code, and any federal, state, or local employment, discrimination,
13 harassment, or retaliation law, regulation or ordinance relating to employment or
14 separation from employment. This release does not include claims that cannot be
15 released as a matter of law.

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

20 **A GENERAL RELEASE DOES NOT EXTEND TO**
21 **CLAIMS WHICH THE CREDITOR DOES NOT KNOW**
22 **OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT**
23 **THE TIME OF EXECUTING THE RELEASE, WHICH IF**
24 **KNOWN BY HIM OR HER MUST HAVE MATERIALLY**
AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR.

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

V. 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 she 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

1 prior or contemporaneous agreements, understandings, and statements, whether oral or
2 written, whether express or implied, and whether by a party or its counsel, concerning
3 this Settlement are merged herein. No oral or written representations, warranties, or
4 inducements have been made to any party concerning this Settlement or its exhibits other
5 than the representations, warranties, and covenants contained and memorialized in such
6 documents.

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

11 **E. Joint Drafting of Settlement Documents**

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

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

23 **F. Execution Of The Settlement**

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

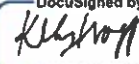
27 **G. Continuing Jurisdiction Of The Court**

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:

DATED: 4/8/2024, 2024

KELSEY WOLFF, individually and on behalf of other aggrieved employees

DocuSigned by:

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AGREED TO BY DEFENDANT:

Dated: April 16th, 2024

ENTERPRISE FLEET MANAGEMENT, INC.


By: Marni Tukro
Its: AVP- Human Resources

APPROVED AS TO FORM BY PLAINTIFF'S COUNSEL:

BARTZ LAW GROUP, APC

Dated: 4/8/2024, 2024

By:

DocuSigned by:

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Aaron A. Bartz
Attorneys for Plaintiff

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APPROVED AS TO FORM BY DEFENSE COUNSEL:

LAW OFFICES OF STEPHEN J. KEPLER

Dated: _____, 2024

By: 
Stephen J. Kepler
Attorneys for Defendant Enterprise Fleet
Management, Inc.

EXHIBIT A

BARTZ LAW GROUP, APC

5151 California Ave., Suite 100

Irvine, California 92617

(949) 504-4413

aaron@bartzlawgroup.com

May 3, 2023

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Enterprise Fleet Management, Inc.
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: *Kelsey Wolff v Enterprise Fleet Management, Inc.*

Dear PAGA Administrator:

Please be advised that the law firms of Bartz Law Group, APC and United Employees Law Group represent Kelsey Wolff, and all other similarly situated aggrieved employees ("Plaintiffs") with respect to their employment with Enterprise Fleet Management, Inc. ("Employer").

The Employer has committed numerous violations of the California Labor Code, including, but not limited to, sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, and 2802. The facts and theories to support the alleged violations are set forth herein.

Employer owns and operates a vehicle leasing business in California. Plaintiff Wolff was employed as a non-exempt employee by Employer until May 31, 2022. Plaintiffs have worked for Employer in California within the last year, and were subject to the same wage and hour violations as Plaintiff Wolff.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Wolff and all other aggrieved employees all wages that they are owed, including minimum wages and overtime compensation, based upon Employer's policy and practice of not paying for all hours worked. For example, Plaintiffs would be required to perform off the clock work without compensation, before and after their scheduled shifts to complete their work for Employer, without compensation. Plaintiffs also received company texts and phone calls on their personal cell phones after hours, and were expected to and did respond to

such texts and phone calls to address company business, all without compensation. Employer's failure to pay all minimum wages and overtime compensation violates Labor Code §§ 510 and 1194.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. 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."

Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to continue working through their meal periods, even when Employer coerces Plaintiffs to clock out, without getting paid. Moreover, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer scheduled calls and meetings during Plaintiffs' meal periods, such that they were not duty-free. Plaintiffs frequently have to work through their meal periods, and even when getting their meal periods, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Plaintiff Wolff and all other aggrieved employees were either not authorized or permitted to take their rest breaks. By the nature of Plaintiff Wolff's and other aggrieved employees' job duties, moreover, Plaintiffs were always on call during their shifts, and not allowed to take their rest periods, and could not leave their work areas to take their rest periods. Employer also coerced Plaintiffs not to take legally mandated rest periods by criticizing, disciplining and/or reprimanding employees who attempted to take legally mandated rest periods; scheduling work and calls during the time that Plaintiffs would take rest periods; and constantly pressuring Plaintiffs to remain available at all times during their shifts. As such, Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, failed to provide a second duty-free rest period of 10 minutes for shifts between 6-10 hours, and so on. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiff Wolff and all other aggrieved employees one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for business purposes, but Employer failed and refused to reimburse Plaintiffs for such expenses.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Wolff and other aggrieved employees, is providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

BARTZ LAW GROUP, APC

5151 California Ave., Suite 100

Irvine, California 92617

(949) 504-4413

aaron@bartzlawgroup.com

April 1, 2024

Notice Via Online Submission

PAGA Administrator
California Labor and Workforce Development Agency

Via Certified Mail (Return Receipt Requested)

Enterprise Fleet Management, Inc.
c/o CT Corporation System
Agent for Service of Process
330 N. Brand Blvd., Suite 700
Glendale, CA 91203

Re: Amended PAGA Letter of *Kelsey Wolff v Enterprise Fleet Management, Inc.*

Dear PAGA Administrator:

Please be advised that the law firms of Bartz Law Group, APC and United Employees Law Group represent Kelsey Wolff (“Wolff”), and all other similarly situated aggrieved employees (“Plaintiffs”) with respect to their employment with Enterprise Fleet Management, Inc. (“Employer”). Plaintiffs hereby submit their amended PAGA letter.

The Employer has committed numerous violations of the California Labor Code, including, but not limited to, 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 Plaintiff Wolff alleges were committed against all Plaintiffs (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 Wolff on behalf of herself and all other current and former employees of Employer in the State of California are based on facts and theories which include but are not limited to the following: 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. 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.

The facts and theories to support the alleged violations are set forth herein. The discussion herein of certain violations is not intended to be exhaustive, and Plaintiffs seek to recover civil penalties based on all of the Labor Code sections enumerated above.

Employer owns and operates a vehicle leasing business in California. Plaintiff Wolff was employed as a non-exempt employee by Employer until May 31, 2022. Plaintiffs have worked for Employer in California from May 3, 2022 to the present, and were subject to the same wage and hour violations as Plaintiff Wolff.

A. Failure to Pay All Wages

Employer has regularly failed to pay Plaintiff Wolff and all other aggrieved employees all wages that they are owed, including minimum wages and overtime compensation, based upon Employer's policy and practice of not paying for all hours worked. For example, Plaintiffs would be required to perform off the clock work without compensation, before and after their scheduled shifts to complete their work for Employer, without compensation. Plaintiffs also received company texts and phone calls on their personal cell phones after hours, and were expected to and did respond to such texts and phone calls to address company business, all without compensation. Employer's failure to pay all minimum wages and overtime compensation violates Labor Code §§ 510 and 1194.

Labor Code § 204(a) provides in pertinent part that "[a]ll wages, other than those mentioned in [Labor Code] Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays. 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."

Pursuant to Labor Code § 204(b)(1), moreover, "all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period." Here, Employer did not pay Plaintiffs all wages owed in a timely manner, based on the allegations above, thereby violating Labor Code § 204.

B. Meal Breaks

Employer has adopted, implemented and enforced uniform meal period policies that are not lawful under California law. Employer is required to provide a first meal period no later than the end of the 5th hour of work, and a second meal period no later than the end of the 10th hour of work. Plaintiffs are required to continue working through their meal periods, even when Employer coerces

Plaintiffs to clock out, without getting paid. Moreover, Plaintiffs' meal periods often were late, missed, or short, because Plaintiffs were required to attend to their work duties, and Employer scheduled calls and meetings during Plaintiffs' meal periods, such that they were not duty-free. Plaintiffs frequently have to work through their meal periods, and even when getting their meal periods, Plaintiffs are often interrupted and/or otherwise meal periods are taken while Plaintiffs are still attending to work activities, and as such, the meal periods are not duty-free.

Employer has also failed to pay Plaintiffs one hour of pay at their regular rate of pay for each workday that a compliant meal period was not provided. As such, Employer has violated Labor Code §§ 226.7 and 512.

C. Rest Breaks

Employer failed to adopt, implement, or enforce a rest break policy that complied with California law. Plaintiff Wolff and all other aggrieved employees were either not authorized or permitted to take their rest breaks. By the nature of Plaintiff Wolff's and other aggrieved employees' job duties, moreover, Plaintiffs were always on call during their shifts, and not allowed to take their rest periods, and could not leave their work areas to take their rest periods. Employer also coerced Plaintiffs not to take legally mandated rest periods by criticizing, disciplining and/or reprimanding employees who attempted to take legally mandated rest periods; scheduling work and calls during the time that Plaintiffs would take rest periods; and constantly pressuring Plaintiffs to remain available at all times during their shifts. As such, Employer failed to authorize and permit Plaintiffs to take duty-free rest periods of 10 minutes for every four hours worked or major fraction thereof, failed to provide a second duty-free rest period of 10 minutes for shifts between 6-10 hours, and so on. As a result of Employer's lack of a rest break policy that complies with California law, Employer has violated Labor Code section 226.7.

Employer also failed to pay Plaintiff Wolff and all other aggrieved employees one hour of pay at their regular rate of pay for each workday that a compliant rest period was not authorized or permitted. As such, Employer has violated Labor Code §§ 226.7 and 512.

D. Failure to Reimburse Expenses

Employer also failed to reimburse Plaintiffs for all of their necessary and reasonable expenses incurred on behalf of the Employer. For example and without limitation, Plaintiffs were required to use their personal cell phones for business purposes, but Employer failed and refused to reimburse Plaintiffs for such expenses.

E. Wage Statement Violations

In conjunction with the above-referenced violations, Employer willfully failed to provide properly itemized wage statements to Plaintiffs pursuant to Labor Code section 226. Violations include, but are not limited to: an inaccurate showing of wages due and owing, failing to include gross wages earned as a result of not showing meal and rest period premium payments on Plaintiffs' paystubs, failing to show all hourly rates in effect and the corresponding number of hours at each hourly rate, and failing to maintain accurate payroll and itemized wage statements. The failure to provide accurate itemized wage statements violates Labor Code § 226 and 1174.

F. Waiting Time Penalties

Employer willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay overtime, straight time and minimum wages for all hours worked, failing to pay Plaintiffs the

regular rate of pay for overtime hours worked, and failing to pay Plaintiffs for an extra hour at the regular rate of pay because Employer failed to provide compliant meal and rest periods. As such, Employer is liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§ 201, 202, and 203.

CONCLUSION

Pursuant to Labor Code Section 2699.3, the undersigned, on behalf of Plaintiff Wolff and other aggrieved employees, is providing written notice of the alleged Labor Code violations. Please advise the undersigned if the agency intends to investigate the alleged violations. If not, Plaintiffs intend to pursue their claims under PAGA in a representative action lawsuit. Please also consider this letter as providing notice on behalf of other similarly aggrieved employees working for Employer, that were subject to the same Labor Code violations described above.

Should you have any questions with respect to the above, please do not hesitate to contact the undersigned.

Very truly yours,

BARTZ LAW GROUP, APC

/s/ Aaron A. Bartz
Aaron A. Bartz

EXHIBIT B

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413 / Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiff KELSEY WOLFF, on behalf of herself and other aggrieved employees

ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
BALDWIN J. LEE (BAR NO. 187413)
E-Mail: blee@allenmatkins.com
CHRISTINA M. VIER (BAR NO. 317247)
E-Mail: cvier@allenmatkins.com
Three Embarcadero Center, 12th Floor
San Francisco, California 94111-4074
Phone: (415) 837-1515 / Fax: (415) 837-1516

Attorneys for Defendant
ENTERPRISE FLEET MANAGEMENT, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

KELSEY WOLFF, an individual; on behalf
of herself and other aggrieved employees,

Plaintiff,

vs.

ENTERPRISE FLEET MANAGEMENT,
INC., a Missouri corporation; and DOES 1
through 100, inclusive,

Defendants.

) Case No. 23STCV16885

) ASSIGNED FOR ALL PURPOSES TO
) Judge Kevin C. Brazile
) Dept: 20

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

1 This matter came on for hearing on July 2, 2024, at 8:30 a.m. in Department 20 of
2 the above-captioned Court, on a Motion for an Order Granting Approval of a PAGA
3 Settlement.

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

8 HEREBY ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

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

10 A. "Alleged Violations" shall mean Defendant's alleged violations of Labor
11 Code Sections 98.6, 200, 201, 202, 203, 204, 210, 216, 218, 218.5, 218.6, 221, 222, 223,
12 224, 225.5, 226, 226.3, 226.7, 227, 227.3, 246, 432, 500, 510, 511, 512, 515, 558, 558.1,
13 1174, 1174.5, 1175, 1193.6, 1194, 1194.2, 1194.3, 1197, 1197.1, 1198, 1198.5, 1199 and
14 2802, committed against the Settlement Members during the PAGA Period, all of which
15 violations were alleged in Plaintiff's Notice Letters to the LWDA.

16 B. "Defendant" shall mean Enterprise Fleet Management, Inc.

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

25 Notwithstanding the foregoing, if no objections to the Settlement are filed or submitted,
26 the Effective Date shall be the date which is 65 days after the date that the Court's
27 Judgment is entered. The releases contained herein will not be effective until Defendant
28 has made full payment in accordance herewith.

1 D. “Individual Settlement Payment” refers to each Settlement Member’s pro
2 rata share of the PAGA Fund.

3 E. “LWDA” refers to the California Labor & Workforce Development
4 Agency.

5 F. “Maximum Settlement Amount” refers to the Court-approved amount that
6 Defendant shall have to pay in connection with this Settlement, which shall be inclusive
7 of all Individual Settlement Payments to Settlement Members, Plaintiff’s Counsel
8 Payment, Settlement Administration Costs, and the PAGA payment to the LWDA. The
9 Maximum Settlement Amount shall not exceed Seventy Thousand Dollars (\$70,000.00).

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

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

15 I. “PAGA Fund” refers to the Maximum Settlement Amount, less Plaintiff’s
16 Counsel Payment and the Settlement Administration Costs.

17 J. “PAGA Period” shall mean May 3, 2022 through June 21, 2024.

18 K. “Plaintiff” refers to plaintiff Kelsey Wolff individually and in her capacity
19 as a representative of the State of California on behalf of other aggrieved employees.

20 L. “Plaintiff’s Counsel” shall mean BARTZ LAW GROUP, APC and
21 UNITED EMPLOYEES LAW GROUP, PC.

22 M. “Plaintiff’s Counsel Payment” refers to Court-approved payment of
23 attorneys’ fees to Plaintiff’s Counsel (not to exceed 33⅓ percent of the Maximum
24 Settlement Amount), and Plaintiff’s Counsel’s expenses and costs reasonably incurred in
25 connection with this Action, as approved by the Court.

26 N. “Plaintiff’s Notice Letters to the LWDA” refers to the letters dated 5/3/23
27 and 4/1/24, both of which are attached as Exhibit “A” to the parties’ Settlement
28 Agreement.

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

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

11 Q. “Settlement Administrator” refers to Xpand Legal, the qualified, third-party
12 settlement administrator agreed to by the Parties to administer the terms of the
13 Settlement.

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

23 S. “Settlement Members” refers to all persons employed by Defendant as non-
24 exempt employees in California during the PAGA Period.

25 T. “Settlement Packet” means the Notice and Individual Settlement Payment
26 to be sent to each Settlement Member by the Settlement Administrator.

27 (b) The Court hereby grants Approval of the Settlement as fair, reasonable and
28 adequate in all respects, determines that the \$~~4~~ Settlement was made in good faith and in the

1 best interests of the parties, and orders the parties to consummate the Settlement in
2 accordance with the terms of the Settlement.

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

7 (d) Plaintiff seeks recovery under PAGA, based on the Alleged Violations,
8 committed against the Settlement Members during the PAGA Period. Judgment is hereby
9 entered against Defendant in the amount of Seventy Thousand Dollars (\$70,000.00),
10 representing recovery under PAGA, arising from the Alleged Violations.

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

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

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

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

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

1 possessed by any Settlement Member.

2 (j) Without affecting the finality of this Final Judgment in any way, the Court
3 reserves exclusive and continuing jurisdiction over the action and the parties, pursuant to
4 Code of Civil Procedure section 664.6, for purposes of supervising the implementation,
5 enforcement, construction, administration and effectuation of the Settlement.

6
7 **IT IS SO ORDERED.**

8
9 Dated: _____

10 HONORABLE KEVIN C. BRAZILE

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 *Wolff v. Enterprise Fleet Management, Inc.* (Los Angeles Superior Court Case No. 23STCV16885). 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 a non-exempt employee within the State of California at some point during the period of May 3, 2022 through June 21, 2024 ("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.

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" means 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, 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" means May 3, 2022 through June 21, 2024.
- "Released Claims" means any and all claims under PAGA on behalf of any Settlement Member, related to the Alleged Violations.
- As used herein, "Settlement Members" or "Aggrieved Employees" refers to all persons employed by Defendant as non-exempt 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 the 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 _____. 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,

Wolff v. Enterprise Fleet Management Settlement Administrator

EXHIBIT 2

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413
Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Electronically FILED by
Superior Court of California,
County of Los Angeles
7/19/2023 3:04 PM
David W. Slayton,
Executive Officer/Clerk of Court,
By Y. Tarasyuk, Deputy Clerk

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiffs KELSEY WOLFF, on behalf of herself and
other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KELSEY WOLFF, an individual; on
behalf of herself and other aggrieved
employees,

Plaintiffs,

vs.

ENTERPRISE FLEET
MANAGEMENT, INC., a Missouri
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 23ST CV 16885

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT ("PAGA") [California
Labor Code §§2698, et seq.]**

DEMAND FOR JURY TRIAL

Plaintiff KELSEY WOLFF ("Wolff"), on behalf of herself and all other aggrieved
employees (hereinafter collectively "Plaintiffs"), and as private attorneys general, hereby assert
representative claims against Defendant ENTERPRISE FLEET MANAGEMENT, INC.
("EFM"), and DOES 1 through 100 (hereinafter collectively "Defendants"), and hereby
complain and allege as follows:

I. INTRODUCTION

1. This lawsuit is directed at Defendants' California state law violations of wage and hour laws -- it is a representative action seeking recovery of civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §§2698, et seq. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and other aggrieved current and former employees to recover civil penalties for Defendants' violations of the Labor Code, including, but not limited to Labor Code §§201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1198, 1198.5, 2699, 2802, and all applicable Industrial Welfare Commission ("IWC") Orders.

2. This action is brought as a representative action on behalf of all current and former aggrieved employees who were employed by Defendants in California and who work or worked as non-exempt hourly employees during the applicable time period and who were subject to Defendants' meal period policy, rest period policy, compensation policy, overtime policy, final payment of wages policy, and related wage and hour policies and/or practices.

3. As set forth in detail below, Defendants consistently implemented, maintained and enforced unlawful policies and practices regarding Plaintiffs in violation of California's wage and hour laws, which led to Defendants' violations of Labor Code §§ 201-204, 226, 226.7, 510, 512, 1174, 1194, 1198, 2698, et seq. and IWC Wage Orders to Defendants': (1) failure to pay all wages, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods or provide compensation in lieu thereof; (4) failure to timely pay all wages owed; (5) failure to properly maintain and submit accurate itemized wage statements; (6) failure to reimburse expenses; and (7) waiting time penalties. Such policies and practices, as further described herein, violate the Labor Code, and trigger civil penalties under Labor Code §2699. Therefore, Plaintiffs, on behalf of themselves and all aggrieved employees, bring this representative PAGA action pursuant to the provisions of the Labor Code as referenced herein. Plaintiffs seek recovery of civil penalties, reasonable attorney's fees and costs, and other relief as deemed proper.

4. The acts complained of herein occurred, occur and will occur, at least in part,

1 within the statute of limitations under the PAGA statute, or within the statute of limitations of
2 any other Complaint or other filing which has tolled the claims asserted herein, up to and through
3 the time of trial for this matter.

4 **II. THE PARTIES**

5 5. Plaintiff Wolff is, and was at all relevant times mentioned herein, an individual
6 residing within the State of California. Plaintiff worked as non-exempt employee for Defendants
7 within California between 2021 and 2022.

8 6. Defendant EFM is and has been, at all relevant times herein, a Missouri
9 corporation, and does business within the County of Los Angeles, in the State of California.

10 7. Defendants DOES 1 through 100, inclusive, are sued herein under fictitious
11 names. Their true names and capacities are unknown to Plaintiffs. When their true names and
12 capacities are ascertained, Plaintiffs will amend their complaint by inserting their true names and
13 capacities herein. Plaintiffs are informed and believe, and based thereon allege that each of the
14 fictitiously named Defendants are responsible in some manner for the occurrences herein alleged
15 and that Plaintiffs' damages as herein alleged were proximately caused by those Defendants.

16 8. Defendants, and each of them, are now and/or at all times mentioned in this
17 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
18 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
19 mentioned in this Complaint were acting within the course and scope of that agency, servitude
20 and/or employment.

21 9. Defendants, and each of them, are now and/or at all times mentioned in this
22 Complaint were members of and/or engaged in a joint venture, partnership and common
23 enterprise, and were acting within the course and scope of, and in pursuit of a joint venture,
24 partnership and common enterprise.

25 10. Each reference in this complaint to "Defendant," "Defendants," or a specifically
26 named Defendant refers also to all Defendants sued under fictitious names.

27 11. Plaintiffs are informed and believe, and thereon allege that at all relevant times
28 herein, Defendants maintained offices, employed persons, conducted business in, and/or engaged

1 in illegal employment practices and policies in the State of California, County of Los Angeles.

2 **III. JURISDICTION**

3 12. The California Superior Court has jurisdiction in this matter due to Defendants'
4 aforementioned violations of California statutory law and/or related common law principles.

5 13. The California Superior Court also has jurisdiction in this matter because both the
6 relief sought herein exceeds the minimal jurisdictional limits of the Superior Court and will be
7 established at trial, according to proof.

8 14. The California Superior Court also has jurisdiction in this matter because
9 Defendants' corporate officers direct, control, and coordinate Defendants' activities from
10 Defendants' offices located in the State of California.

11 15. The California Superior Court also has jurisdiction in this matter because during
12 their employment with Defendants, Plaintiffs herein were all California citizens and Defendants
13 have owned and operated offices within California. Further, there is no federal question at issue,
14 as the issues herein are based solely on California statutes and law.

15 **IV. VENUE**

16 16. Venue in Los Angeles County is proper in this matter as Defendants' liabilities
17 and obligations arose in Los Angeles County, including Defendants' statutory obligations to pay
18 Plaintiffs wages for all hours worked, overtime wages, straight time wages, minimum wages,
19 timely wages upon termination and/or resignation, provide legally compliant meal and rest
20 periods, maintain and submit accurate wage statements, and other obligations as described
21 herein.

22 **V. COMMON FACTUAL ALLEGATIONS**

23 17. Defendants own and operate a vehicle leasing business in California, and does
24 business within the County of Los Angeles. This case arises out of Defendants' failure to
25 comply with California's wage and hour laws.

26 18. Plaintiffs and the aggrieved employees who Plaintiffs seek to represent worked
27 for Defendants as non-exempt employees in California, during the relevant time period.

28 19. During Plaintiffs' employment, Defendants have failed to pay Plaintiffs and other

1 aggrieved employees the proper amount of straight time and overtime wages. Defendants have
2 violated various sections of the Labor Code, including §§510 and 1194, by failing to provide
3 Plaintiffs overtime compensation for work over 8 hours in a day and/or 40 hours in a week,
4 because, among other things, Defendants fail to pay the proper regular rate of pay for all
5 overtime hours worked.

6 20. Defendants also fail to provide Plaintiffs with meal and rest periods under
7 California law. Defendants failed to adopt, implement, and enforce a uniform meal period policy
8 that complied with California law. For example, Defendants required Plaintiffs to take meal
9 periods after they worked for more than five hours, and Defendants failed to provide Plaintiffs
10 with their full 30 minute duty-free meal period based on numerous factors, including but not
11 limited to the fact that the amount of work required of Plaintiffs by Defendants necessitated that
12 Plaintiffs take their meal periods late, return early from their meal periods, and/or interrupt their
13 meal periods. Moreover, as a matter of policy and/or practice, Defendants failed to pay Plaintiffs
14 one hour of pay at their regular rate of pay for each workday that a 30 minute duty-free meal
15 period was not provided. Defendants also failed to keep accurate records of meal breaks taken by
16 Plaintiffs in violation of Labor Code §1174 and the applicable IWC Wage Orders.

17 21. Defendants also failed to adopt, implement, and enforce a uniform rest period
18 policy that complied with California law. Defendants failed to authorize and permit Plaintiffs to
19 take duty free rest periods of 10 minutes for every four hours worked or major fraction thereof,
20 by requiring Plaintiffs to regularly work through their rest periods to complete their duties, and
21 failing and refusing to provide a rest period for any hours in excess of 10 per day. As a result of
22 Defendants' lack of any meal or rest break policy that complies with California law, Defendants
23 have violated Labor Code §§512 and 226.7 and the applicable IWC Wage Orders, among other
24 things.

25 22. Defendants also willfully failed to provide properly itemized wage statements to
26 Plaintiffs pursuant to Labor Code §226. Defendants, for example, fail to identify the correct
27 hours and rates of pay for hours worked for Defendants, including but not limited to violations of
28 Labor Code § 226(a)(9) by not setting forth “all applicable hourly rates in effect during the pay

period and the corresponding number of hours worked at each hourly rate.” Defendants also violate Labor Code §§ 226(a)(1) and 226(a)(5) by failing to correctly state the total net and gross wages earned by failing to itemize meal and rest period premium payments, among other things. Defendants also violate Labor Code § 226(a)(4) by failing to itemize all deductions on the wage statement, and Labor Code § 226(a)(8) by failing to state the name and address of the proper legal entity of Plaintiffs’ employer. The failure to provide accurate itemized wage statements violates Labor Code §§226, 2699, et seq., and IWC Wage Orders.

23. Defendants willfully failed and refused to timely pay all compensation due and owing to Plaintiffs whose employment was terminated during the relevant time period, by failing to pay all of Plaintiff’s compensation due upon termination by failing and refusing to pay overtime and straight time wages, failing to pay Plaintiffs for time worked during meal and rest periods, failing to pay Plaintiffs for an extra hour because Defendants failed to provide compliant meal and rest periods and/or to pay for such meal and rest period premiums at the regular rate of pay, and by Defendants’ other unlawful actions as described herein. As such, Defendants are liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code §§201, 202, and 203.

VI. PRIVATE ATTORNEYS GENERAL ACT CLAIM

24. On or about May 3, 2023, Plaintiffs provided written notice via certified mail to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

25. The LWDA failed to respond to Plaintiffs’ counsel’s correspondence dated May 3, 2023 and failed to notify Plaintiffs’ counsel as to whether it would investigate the allegations contained therein, within 65 calendar days of the postmark date of Plaintiffs’ correspondence as required under Labor Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code §2699.

26. Defendants’ failure to pay Plaintiffs for all hours worked, minimum wages,

overtime compensation, failure to provide meal periods, failure to authorize and permit rest periods, failure to pay all wages upon termination or resignation, and failure to provide accurate itemized wage statements, will subject Defendants to civil penalties pursuant to, without limitation, Labor Code §§ 210, 226.3, 256, 558, 1174.5, 1197.1, 1198, 2699 and the IWC Wage Orders.

27. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c), and related Labor Code provisions. Plaintiffs bring the causes of action below on behalf of themselves, as private attorneys general, and in a representative capacity on behalf of other aggrieved employees, affected by the labor law violations alleged herein.

A. FAILURE TO PAY ALL WAGES AND OVERTIME COMPENSATION

28. Labor Code §1194 states that any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees, and costs of suit.

29. Labor Code §1197 states that the minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

30. Labor Code §510(a) and IWC Wage Orders regulating payment of wages in the state of California, provide that eight (8) hours of labor constitutes a day's work and any work in excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for each employee and any work in excess of twelve (12) hours in any one workday shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

31. At all relevant times, Defendants required Plaintiffs to perform work without compensation in violation of the IWC Wage Orders and the Labor Code. Specifically, Plaintiffs were not paid for all of their hours worked, in that Defendants failed to pay non-exempt hourly workers such as Plaintiffs for all of their hours worked by, among other things, failing to pay Plaintiffs time spent working off-the-clock before and after their scheduled shifts. By the nature

1 of Defendants' work requirements, Plaintiffs were required to do pre-shift and post-shift work
2 because Defendants failed and refused to pay for hours actually worked by Plaintiffs. Moreover,
3 frequently Defendants would contact Plaintiffs after work hours to perform work, even though
4 Plaintiffs were clocked out for the day, and Plaintiffs were unable to capture the time worked due
5 to Defendants' wage and hour policies. Defendants are therefore in violation of Labor Code
6 §§510 and 1194, and the IWC Wage Orders.

7 32. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiffs seek recovery of
8 pre-judgment interest on all amounts recovered herein. Plaintiffs further request that this Court
9 award reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code
10 §§1194(a) and/or 2699.

11 33. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
12 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
13 limited to Labor Code §§558, 1197.1, and 2699(f). Plaintiffs seek only to recover the civil
14 penalties provided for in §§558(a) and 1197.1 for the violations alleged herein, and do not seek
15 to recover underpaid wages.

16 **B. MEAL PERIODS (Labor Code §§226.7 and 512)**

17 34. Labor Code §512 and applicable IWC Wage Orders state that an employer may
18 not employ an employee for a work period of more than five (5) hours per day without providing
19 the employee a meal period of not less than 30 minutes, and an employer may not employ an
20 employee for a work period of more than 10 hours per day without providing the employee with
21 a second meal period of not less than 30 minutes. The applicable Wage Orders state that unless
22 the employee is relieved of all duty during a 30-minute meal period, the meal period shall be
23 considered an "on duty" meal period and counted as time worked. Labor Code §226.7(a) further
24 states that no employer shall require any employee to work during any meal or rest period
25 mandated by an applicable order of the IWC. Moreover, an employer is prohibited from exerting
26 coercion against the taking of, creating incentives to forego, or otherwise encouraging the
27 skipping of legally protected breaks.

28 35. Plaintiffs were not provided with nor given the opportunity to take the requisite

1 meal periods before the end of the first 5 hours of work, nor were they provided with or given the
2 opportunity to take a proper second meal period during the days when they worked more than 10
3 hours in a day. Plaintiffs are entitled to an additional one hour of pay at their regular rate of pay
4 for each day in which they were not provided a proper meal period under the above-described
5 authorities.

6 36. Pursuant to Labor Code §226.7(b) and the IWC Wage Orders, if an employer fails
7 to provide an employee a meal period in accordance with the applicable provisions of IWC
8 Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular
9 rate of compensation for each workday that the meal period is not provided. As such, Plaintiffs
10 are entitled to an additional one hour's pay for each day in which Plaintiffs were not provided a
11 proper meal break under the above-described authorities.

12 37. Labor Code §558 and the IWC Wage Orders state, in pertinent part, that any
13 employer or other person acting on behalf of an employer who violates, or causes to be violated,
14 a section of any provision regulating hours and days of work in any order of the IWC shall be
15 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
16 underpaid employee for each pay period for which the employee was underpaid in addition to an
17 amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred
18 dollars (\$100) for each underpaid employee for each pay period for which the employee was
19 underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiffs seek only to
20 recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not
21 seek to recover underpaid wages.

22 38. Plaintiffs request that the Court award interest on all unpaid wages at the legal
23 rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable
24 pursuant to Labor Code §218.6.

25 39. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
26 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
27 limited to Labor Code §§558 and 2699(f).
28

1 C. **REST PERIODS (Labor Code §226.7)**

2 40. The IWC Wage Orders provide that every employer shall authorize and permit all
3 employees to take rest periods. The authorized rest period time shall be based on the total hours
4 worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major
5 fraction thereof. An employer must provide employees with 10 minutes rest for shifts from three
6 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours,
7 30 minutes for shifts of more than 10 hours up to 14 hours, and so on. Furthermore, Labor Code
8 §1198 provides, in pertinent part: . . . The employment of any employee for longer hours than
9 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

10 41. Plaintiffs were not permitted to take proper rest periods and/or were required to
11 work during any “rest periods” in contravention of California law. Further, Plaintiffs and other
12 aggrieved employees were required to waive the taking of their rest breaks because of the
13 business of Defendants’ operations, and/or were coerced not to take legally mandated rest
14 periods by Defendants’ criticizing, disciplining and/or reprimanding Plaintiffs and other
15 aggrieved employees who attempted to take legally required rest periods; failed to schedule rest
16 periods; pressured Plaintiffs to remain available during the workday; and not permitted from
17 leaving the premises to take their rest periods.

18 42. Defendants further failed to pay Plaintiffs a missed rest period premium payment
19 for each rest period that was not authorized or permitted, and/or failed to pay such rest period
20 premium at Plaintiffs’ regular rate of pay.

21 43. Pursuant to Labor Code §226.7(b) and IWC Wage Orders, if an employer fails to
22 provide an employee a rest period in accordance with the applicable provisions of the IWC Wage
23 Orders, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate
24 of compensation for each workday that the rest period is not provided.

25 44. As such, Plaintiffs are entitled to an additional one hour of pay at their regular rate
26 of pay for each day in which they were not provided a proper rest period under the above-
27 described authorities.

28 45. Plaintiffs request that the Court award interest on all unpaid wages at the legal

1 rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable
2 pursuant to Labor Code §218.6.

3 46. Labor Code §558 and IWC Wage Orders state, in pertinent part, that any
4 employer or other person acting on behalf of an employer who violates, or causes to be violated,
5 a section of any provision regulating hours and days of work in any order of the IWC shall be
6 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
7 underpaid employee for each pay period for which the employee was underpaid in addition to an
8 amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred
9 dollars (\$100) for each underpaid employee for each pay period for which the employee was
10 underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to Labor
11 Code §§558, 1198 and 2699, and/or IWC Wage Orders, Plaintiffs are entitled to civil penalties
12 for each pay period in which Defendants underpaid their wages as set forth herein. Plaintiffs
13 seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein,
14 and do not seek to recover underpaid wages.

15 47. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
16 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
17 limited to Labor Code §§558, 2699(f), and applicable IWC Wage Orders.

18 **E. FAILURE TO REIMBURSE EXPENSES**

19 48. Labor Code § 2802(a) states, in pertinent part: “An employer shall indemnify his
20 or her employee for all necessary expenditures or losses incurred by the employee in direct
21 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
22 the employer. . .”

23 49. Defendants required Plaintiffs to use their personal cell phones to respond to work
24 calls and respond to text messages, and failed and refused to reimburse Plaintiffs for using their
25 cell phones for company business.

26 50. Defendants’ failure to reimburse and/or indemnify Plaintiffs for these necessary
27 expenditures constitutes a violation of California law.

28 51. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved

employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code § 2699(f).

**F. FAILURE TO PROPERLY MAINTAIN AND SUBMIT ACCURATE
ITEMIZED WAGE STATEMENTS (Labor Code §226)**

52. Labor Code §§226, 1174, and/or the applicable IWC Wage Orders require employers to maintain and provide employees accurate time and employment records, as well as itemized wage statements showing, among other things, gross wages earned, the total hours worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Furthermore, the applicable Wage Orders and Labor Code §226 requires every employer to keep accurate information with respect to each employee, including: (1) the employee's full name, home address, occupation, social security number, employee's date of birth, and time records showing when the employee begins and ends each work period; (2) an employee's meal periods; (3) total wages paid each payroll period; and (4) total hours worked during the payroll period and applicable rates of pay.

53. Defendants failed to properly maintain itemized wage statements in that, among other things, the wage statements provided do not set forth the accurate number of hours worked, correct rates of pay, all overtime compensation, meal periods, premium pay, and other related information required by California law. In addition, in implementing their illegal policies and practices regarding Plaintiffs, Defendants failed to record wages for rest period and meal period premiums and other wages that should have been paid to Plaintiffs as required by California law. Defendants have failed to record all items delineated in Labor Code §226 and the applicable IWC Wage Orders, and required under Labor Code §1174. Plaintiffs are informed and believe that these failures were knowing and intentional by Defendants as Defendants sought to deprive Plaintiffs of their legitimate right to unpaid wages, and otherwise deprive them of their proper compensation. As a result of Defendants' intentional and knowing failure to maintain adequate itemized statements, Plaintiffs could not ascertain the actual amount of compensation they earned and/or were entitled to, and thereby are presumed to have suffered cognizable injury in

1 the form of the accrual of unpaid wages, overtime, and interest pursuant to Labor Code
2 §226(e)(2).

3 54. Pursuant to Labor Code §226(e), an employee who suffers injury as a
4 result of an employer's knowing and intentional failure to comply with subdivision (a), is
5 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
6 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
7 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
8 is entitled to an award of costs and reasonable attorney's fees.

9 55. Pursuant to Labor Code §226.3, "[a]ny employer who violates subdivision (a) of
10 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
11 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
12 for each violation in a subsequent citation. . ."

13 56. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
14 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
15 limited to Labor Code §§226.3, 1174.5 and 2699(f), as well as reasonable attorneys' fees and
16 costs.

17 **G. WAITING TIME PENALTIES (Labor Code §§201-203)**

18 57. Labor Code §201 states that an employer is required to provide an employee who
19 is terminated all unpaid wages immediately upon termination.

20 58. Plaintiffs are informed and believe and thereon allege that Defendants failed to
21 pay Plaintiffs all wages due and owing immediately upon termination, thereby violating Labor
22 Code §201.

23 59. Labor Code §202 states, in pertinent part, that an employer is required to provide
24 an employee who quits his or her employment all wages due and owing not later than 72 hours
25 thereafter.

26 60. Plaintiffs are informed and believe and thereon allege that Defendants failed to
27 pay Plaintiffs all wages due and owing upon voluntary resignation, thereby violating Labor Code
28 §202.

61. Labor Code §203 states that if an employer willfully fails to pay an employee wages according to Labor Code §§201 and 202, these wages shall continue as a penalty for up to a maximum of 30 days.

62. Defendants willfully withheld paying Plaintiffs wages thereby violating Labor Code §203, as further set forth herein. As such, Defendants are required to pay Plaintiffs a 30-day wage penalty in addition to all unpaid wages as described herein.

63. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code §§256 and 2699(f).

H. ALL CLAIMS

64. Pursuant to Labor Code §2699, Plaintiffs seek to recover civil penalties, as otherwise provided by statute and wage order, for which Defendants are liable as a result of their violations of the Labor Code and applicable Wage Order(s) in an amount to be proven at trial. These penalties include, but are not limited to, those provided by Labor Code §§210, 225.5, 226.3, 256, 558, 1174.5, 1197.1, and 2699. Plaintiffs further seek an award of reasonable attorneys' fees and costs pursuant to the Labor Code §2699(g)(1) and any other applicable statute.

WHEREFORE, Plaintiffs pray:

- a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely independent and apart from other penalties in the Labor Code and for Labor Code violations without a specific civil penalty, in the amount of \$100 for each aggrieved employee per pay period for each violation, and \$200 for each aggrieved employee per pay period for each subsequent violation;
- b. For civil penalties pursuant to Labor Code §558, as follows:
 - i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid employee for each pay period for which the employee was underpaid;
 - ii. For each subsequent violation, one hundred dollars (\$100) for each aggrieved underpaid employee for each pay period for which the

employee was underpaid;

c. For civil penalties pursuant to Labor Code §1197.1, as follows:

i. For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid;

ii. For each subsequent violation for the same offense, two hundred fifty dollars (\$250) for each aggrieved underpaid employee for each pay period for which the employee was underpaid regardless of whether the initial violation is intentionally committed;

d. For civil penalties per Labor Code §226.3 in the amount of \$250 for each aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee per pay period for each subsequent violation;

e. For civil penalties per Labor Code §1174.5 in the amount of \$500 for each willful failure to maintain records as required by Labor Code §1174(c);

f. For civil penalties per Labor Code §256 in the amount of one day of pay, at the same rate, for each day that an aggrieved employee was paid late, at the time of termination, until payment was/is made, up to a maximum of thirty (30) days;

g. For civil penalties per Labor Code §210 in the amount of \$100 for each failure to pay each employee, and for each subsequent violation, or any willful or intentional violation, \$200 for each failure to pay each employee;

h. For reasonable attorneys' fees and costs incurred; and

i. For such relief as this Court may deem just and proper.

Dated: July 19, 2023

BARTZ LAW GROUP APC

By: /s/ Aaron A. Bartz

AARON A. BARTZ

Attorneys for Plaintiff KELSEY WOLFF, on behalf
of herself and all other aggrieved employees

DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues triable to a jury.

Dated: July 19, 2023

BARTZ LAW GROUP APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff KELSEY WOLFF, on
behalf of herself and all other aggrieved employees

EXHIBIT 3

Aaron A. Bartz (SBN 198722)
BARTZ LAW GROUP, APC
5151 California Ave., Suite 100
Irvine, California 92617
Tel: (949) 504-4413
Fax: (949) 656-7760
Email: aaron@bartzlawgroup.com

Walter L. Haines, Esq. (SBN 71075)
UNITED EMPLOYEES LAW GROUP, PC
8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Tel.: (562) 256-1047 / Fax: (562) 256-1006
Email: walter@uelglaw.com

Attorneys for Plaintiffs KELSEY WOLFF, on behalf of herself and
other aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

KELSEY WOLFF, an individual; on
behalf of herself and other aggrieved
employees,

Plaintiffs,

vs.

ENTERPRISE FLEET
MANAGEMENT, INC., a Missouri
corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 23STCV16885

**FIRST AMENDED COMPLAINT FOR
CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL ACT
("PAGA") [California
Labor Code §§2698, et seq.]**

DEMAND FOR JURY TRIAL

Action Filed: July 19, 2023

Plaintiff KELSEY WOLFF ("Wolff"), on behalf of herself and all other aggrieved
employees (hereinafter collectively "Plaintiffs"), and as private attorneys general, hereby amend
their complaint and assert representative claims against Defendant ENTERPRISE FLEET
MANAGEMENT, INC. ("EFM"), and DOES 1 through 100 (hereinafter collectively
"Defendants"), and complain and allege as follows:

FILED

Superior Court of California
County of Los Angeles

04/18/2024

David W. Slayton, Executive Officer / Clerk of Court

By: C. Cortez Deputy

I. INTRODUCTION

1. This lawsuit is directed at Defendants' California state law violations of wage and hour laws -- it is a representative action seeking recovery of civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code ("Labor Code") §§2698, et seq. PAGA permits "aggrieved employees" to bring a lawsuit as a representative action on behalf of themselves and other aggrieved current and former employees to recover civil penalties for Defendants' violations of the Labor Code, including, but not limited to Labor Code §§ 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, and all applicable Industrial Welfare Commission ("IWC") Orders, which violations Plaintiffs allege were committed against Plaintiffs, continuing through the date of judgment in this action (collectively, the "Alleged Violations"). Plaintiffs' identification of certain violations below is not intended to be exhaustive, and Plaintiffs seek to recover civil penalties based on all of the Alleged Violations.

2. This action is brought as a representative action on behalf of all current and former aggrieved employees who were employed by Defendants in California and who work or worked as non-exempt hourly employees during the applicable time period and who were subject to Defendants' meal period policy, rest period policy, compensation policy, overtime policy, final payment of wages policy, and related wage and hour policies and/or practices.

3. As set forth in detail below, Defendants consistently implemented, maintained and enforced unlawful policies and practices regarding Plaintiffs in violation of California's wage and hour laws, which led to Defendants' violations of the above-enumerated Labor Code sections in paragraph 1, as well as the IWC Wage Orders, based on Defendants': (1) failure to pay all wages, including minimum wages, straight time wages, and overtime compensation; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods or provide compensation in lieu thereof; (4) failure to timely pay all wages owed; (5) failure to properly maintain and submit accurate itemized wage statements; (6) failure to reimburse expenses; and (7) waiting time penalties. Such policies and practices, as further described herein, violate the

1 Labor Code, and trigger civil penalties under Labor Code §2699. Therefore, Plaintiffs, on behalf
2 of themselves and all aggrieved employees, bring this representative PAGA action pursuant to
3 the provisions of the Labor Code as referenced herein. Plaintiffs seek recovery of civil penalties,
4 reasonable attorney's fees and costs, and other relief as deemed proper.

5 4. The acts complained of herein occurred, occur and will occur, at least in part,
6 within the statute of limitations under the PAGA statute, or within the statute of limitations of
7 any other Complaint or other filing which has tolled the claims asserted herein, up to and through
8 the time of trial for this matter.

9 **II. THE PARTIES**

10 5. Plaintiff Wolff is, and was at all relevant times mentioned herein, an individual
11 residing within the State of California. Plaintiff worked as non-exempt employee for Defendants
12 within California between 2021 and 2022.

13 6. Defendant EFM is and has been, at all relevant times herein, a Missouri
14 corporation, and does business within the County of Los Angeles, in the State of California.

15 7. Defendants DOES 1 through 100, inclusive, are sued herein under fictitious
16 names. Their true names and capacities are unknown to Plaintiffs. When their true names and
17 capacities are ascertained, Plaintiffs will amend their complaint by inserting their true names and
18 capacities herein. Plaintiffs are informed and believe, and based thereon allege that each of the
19 fictitiously named Defendants are responsible in some manner for the occurrences herein alleged
20 and that Plaintiffs' damages as herein alleged were proximately caused by those Defendants.

21 8. Defendants, and each of them, are now and/or at all times mentioned in this
22 Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-
23 versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times
24 mentioned in this Complaint were acting within the course and scope of that agency, servitude
25 and/or employment.

26 9. Defendants, and each of them, are now and/or at all times mentioned in this
27 Complaint were members of and/or engaged in a joint venture, partnership and common
28 enterprise, and were acting within the course and scope of, and in pursuit of a joint venture,

1 partnership and common enterprise.

2 10. Each reference in this complaint to “Defendant,” “Defendants,” or a specifically
3 named Defendant refers also to all Defendants sued under fictitious names.

4 11. Plaintiffs are informed and believe, and thereon allege that at all relevant times
5 herein, Defendants maintained offices, employed persons, conducted business in, and/or engaged
6 in illegal employment practices and policies in the State of California, County of Los Angeles.

7 **III. JURISDICTION**

8 12. The California Superior Court has jurisdiction in this matter due to Defendants’
9 aforementioned violations of California statutory law and/or related common law principles.

10 13. The California Superior Court also has jurisdiction in this matter because both the
11 relief sought herein exceeds the minimal jurisdictional limits of the Superior Court and will be
12 established at trial, according to proof.

13 14. The California Superior Court also has jurisdiction in this matter because
14 Defendants’ corporate officers direct, control, and coordinate Defendants’ activities from
15 Defendants’ offices located in the State of California.

16 15. The California Superior Court also has jurisdiction in this matter because during
17 their employment with Defendants, Plaintiffs herein were all California citizens and Defendants
18 have owned and operated offices within California. Further, there is no federal question at issue,
19 as the issues herein are based solely on California statutes and law.

20 **IV. VENUE**

21 16. Venue in Los Angeles County is proper in this matter as Defendants’ liabilities
22 and obligations arose in Los Angeles County, including Defendants’ statutory obligations to pay
23 Plaintiffs wages for all hours worked, overtime wages, straight time wages, minimum wages,
24 timely wages upon termination and/or resignation, provide legally compliant meal and rest
25 periods, maintain and submit accurate wage statements, and other obligations as described
26 herein.

27 **V. COMMON FACTUAL ALLEGATIONS**

28 17. Defendants own and operate a vehicle leasing business in California, and does

1 business within the County of Los Angeles. This case arises out of Defendants' failure to
2 comply with California's wage and hour laws.

3 18. Plaintiffs and the aggrieved employees who Plaintiffs seek to represent worked
4 for Defendants as non-exempt employees in California, during the relevant time period.

5 19. During Plaintiffs' employment, Defendants have failed to pay Plaintiffs and other
6 aggrieved employees the proper amount of straight time and overtime wages. Defendants have
7 violated various sections of the Labor Code, including §§510 and 1194, by failing to provide
8 Plaintiffs overtime compensation for work over 8 hours in a day and/or 40 hours in a week,
9 because, among other things, Defendants fail to pay the proper regular rate of pay for all
10 overtime hours worked.

11 20. Defendants also fail to provide Plaintiffs with meal and rest periods under
12 California law. Defendants failed to adopt, implement, and enforce a uniform meal period policy
13 that complied with California law. For example, Defendants required Plaintiffs to take meal
14 periods after they worked for more than five hours, and Defendants failed to provide Plaintiffs
15 with their full 30 minute duty-free meal period based on numerous factors, including but not
16 limited to the fact that the amount of work required of Plaintiffs by Defendants necessitated that
17 Plaintiffs take their meal periods late, return early from their meal periods, and/or interrupt their
18 meal periods. Moreover, as a matter of policy and/or practice, Defendants failed to pay Plaintiffs
19 one hour of pay at their regular rate of pay for each workday that a 30 minute duty-free meal
20 period was not provided. Defendants also failed to keep accurate records of meal breaks taken by
21 Plaintiffs in violation of Labor Code §1174 and the applicable IWC Wage Orders.

22 21. Defendants also failed to adopt, implement, and enforce a uniform rest period
23 policy that complied with California law. Defendants failed to authorize and permit Plaintiffs to
24 take duty free rest periods of 10 minutes for every four hours worked or major fraction thereof,
25 by requiring Plaintiffs to regularly work through their rest periods to complete their duties, and
26 failing and refusing to provide a rest period for any hours in excess of 10 per day. As a result of
27 Defendants' lack of any meal or rest break policy that complies with California law, Defendants
28 have violated Labor Code §§512 and 226.7 and the applicable IWC Wage Orders, among other

1 things.

2 22. Defendants also willfully failed to provide properly itemized wage statements to
3 Plaintiffs pursuant to Labor Code §226. Defendants, for example, fail to identify the correct
4 hours and rates of pay for hours worked for Defendants, including but not limited to violations of
5 Labor Code § 226(a)(9) by not setting forth “all applicable hourly rates in effect during the pay
6 period and the corresponding number of hours worked at each hourly rate.” Defendants also
7 violate Labor Code §§ 226(a)(1) and 226(a)(5) by failing to correctly state the total net and gross
8 wages earned by failing to itemize meal and rest period premium payments, among other things.
9 Defendants also violate Labor Code § 226(a)(4) by failing to itemize all deductions on the wage
10 statement, and Labor Code § 226(a)(8) by failing to state the name and address of the proper
11 legal entity of Plaintiffs’ employer. The failure to provide accurate itemized wage statements
12 violates Labor Code §§226, 2699, et seq., and IWC Wage Orders.

13 23. Defendants willfully failed and refused to timely pay all compensation due and
14 owing to Plaintiffs whose employment was terminated during the relevant time period, by failing
15 to pay all of Plaintiff’s compensation due upon termination by failing and refusing to pay
16 overtime and straight time wages, failing to pay Plaintiffs for time worked during meal and rest
17 periods, failing to pay Plaintiffs for an extra hour because Defendants failed to provide compliant
18 meal and rest periods and/or to pay for such meal and rest period premiums at the regular rate of
19 pay, and by Defendants’ other unlawful actions as described herein. As such, Defendants are
20 liable for accrued wages due, and waiting time penalties owed, in accordance with Labor Code
21 §§201, 202, and 203.

22 **VI. PRIVATE ATTORNEYS GENERAL ACT CLAIM**

23 24. On or about May 3, 2023, and thereafter on March __, 2024, Plaintiffs provided
24 written notice via certified mail to the Labor and Workforce Development Agency (“LWDA”)
25 and Defendants of the specific provisions of the Labor Code alleged to have been violated,
26 including the facts and theories to support the alleged violations.

27 25. The LWDA failed to respond to Plaintiffs’ counsel’s correspondence dated May
28 3, 2023 or the amended notice, and failed to notify Plaintiffs’ counsel as to whether it would

1 investigate the allegations contained therein, within 65 calendar days of the postmark date of
2 Plaintiffs' correspondence as required under Labor Code §2699.3. Plaintiffs have fully complied
3 with the notice requirements set forth in Labor Code §2699.3 in order to commence a civil action
4 against an employer pursuant to Labor Code §2699.

5 26. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages,
6 overtime compensation, failure to provide meal periods, failure to authorize and permit rest
7 periods, failure to pay all wages upon termination or resignation, and failure to provide accurate
8 itemized wage statements, will subject Defendants to civil penalties pursuant to, without
9 limitation, Labor Code §§ 210, 226.3, 256, 558, 1174.5, 1197.1, 1198, 2699 and the IWC Wage
10 Orders.

11 27. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c),
12 and related Labor Code provisions. Plaintiffs bring the causes of action below on behalf of
13 themselves, as private attorneys general, and in a representative capacity on behalf of other
14 aggrieved employees, affected by the labor law violations alleged herein.

15 **A. FAILURE TO PAY ALL WAGES AND OVERTIME COMPENSATION**

16 28. Labor Code §1194 states that any employee receiving less than the legal
17 minimum wage or the legal overtime compensation applicable to the employee is entitled to
18 recover the unpaid balance of the full amount of this minimum wage or overtime compensation,
19 including interest thereon, reasonable attorney's fees, and costs of suit.

20 29. Labor Code §1197 states that the minimum wage for employees fixed by the
21 commission is the minimum wage to be paid to employees, and the payment of a lesser wage
22 than the minimum so fixed is unlawful.

23 30. Labor Code §510(a) and IWC Wage Orders regulating payment of wages in the
24 state of California, provide that eight (8) hours of labor constitutes a day's work and any work in
25 excess of eight (8) hours in one (1) workday and any work in excess of forty (40) hours in any
26 one workweek shall be compensated at the rate of no less than one and one-half times the regular
27 rate of pay for each employee and any work in excess of twelve (12) hours in any one workday
28 shall be compensated at the rate of no less than twice the regular rate of pay for each employee.

1 31. At all relevant times, Defendants required Plaintiffs to perform work without
2 compensation in violation of the IWC Wage Orders and the Labor Code. Specifically, Plaintiffs
3 were not paid for all of their hours worked, in that Defendants failed to pay non-exempt hourly
4 workers such as Plaintiffs for all of their hours worked by, among other things, failing to pay
5 Plaintiffs time spent working off-the-clock before and after their scheduled shifts. By the nature
6 of Defendants' work requirements, Plaintiffs were required to do pre-shift and post-shift work
7 because Defendants failed and refused to pay for hours actually worked by Plaintiffs. Moreover,
8 frequently Defendants would contact Plaintiffs after work hours to perform work, even though
9 Plaintiffs were clocked out for the day, and Plaintiffs were unable to capture the time worked due
10 to Defendants' wage and hour policies. Defendants are therefore in violation of Labor Code
11 §§510 and 1194, and the IWC Wage Orders.

12 32. Pursuant to Labor Code §218.6 and Civil Code §3287, Plaintiffs seek recovery of
13 pre-judgment interest on all amounts recovered herein. Plaintiffs further request that this Court
14 award reasonable attorneys' fees and costs incurred in this action pursuant to Labor Code
15 §§1194(a) and/or 2699.

16 33. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
17 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
18 limited to Labor Code §§558, 1197.1, and 2699(f). Plaintiffs seek only to recover the civil
19 penalties provided for in §§558(a) and 1197.1 for the violations alleged herein, and do not seek
20 to recover underpaid wages.

21 **B. MEAL PERIODS (Labor Code §§226.7 and 512)**

22 34. Labor Code §512 and applicable IWC Wage Orders state that an employer may
23 not employ an employee for a work period of more than five (5) hours per day without providing
24 the employee a meal period of not less than 30 minutes, and an employer may not employ an
25 employee for a work period of more than 10 hours per day without providing the employee with
26 a second meal period of not less than 30 minutes. The applicable Wage Orders state that unless
27 the employee is relieved of all duty during a 30-minute meal period, the meal period shall be
28 considered an "on duty" meal period and counted as time worked. Labor Code §226.7(a) further

1 states that no employer shall require any employee to work during any meal or rest period
2 mandated by an applicable order of the IWC. Moreover, an employer is prohibited from exerting
3 coercion against the taking of, creating incentives to forego, or otherwise encouraging the
4 skipping of legally protected breaks.

5 35. Plaintiffs were not provided with nor given the opportunity to take the requisite
6 meal periods before the end of the first 5 hours of work, nor were they provided with or given the
7 opportunity to take a proper second meal period during the days when they worked more than 10
8 hours in a day. Plaintiffs are entitled to an additional one hour of pay at their regular rate of pay
9 for each day in which they were not provided a proper meal period under the above-described
10 authorities.

11 36. Pursuant to Labor Code §226.7(b) and the IWC Wage Orders, if an employer fails
12 to provide an employee a meal period in accordance with the applicable provisions of IWC
13 Wage Orders, the employer shall pay the employee one (1) hour of pay at the employee's regular
14 rate of compensation for each workday that the meal period is not provided. As such, Plaintiffs
15 are entitled to an additional one hour's pay for each day in which Plaintiffs were not provided a
16 proper meal break under the above-described authorities.

17 37. Labor Code §558 and the IWC Wage Orders state, in pertinent part, that any
18 employer or other person acting on behalf of an employer who violates, or causes to be violated,
19 a section of any provision regulating hours and days of work in any order of the IWC shall be
20 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
21 underpaid employee for each pay period for which the employee was underpaid in addition to an
22 amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred
23 dollars (\$100) for each underpaid employee for each pay period for which the employee was
24 underpaid in addition to an amount sufficient to recover underpaid wages. Plaintiffs seek only to
25 recover the civil penalty provided for in §558(a) for the violations alleged herein, and do not
26 seek to recover underpaid wages.

27 38. Plaintiffs request that the Court award interest on all unpaid wages at the legal
28 rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable

1 pursuant to Labor Code §218.6.

2 39. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
3 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
4 limited to Labor Code §§558 and 2699(f).

5
6 **C. REST PERIODS (Labor Code §226.7)**

7 40. The IWC Wage Orders provide that every employer shall authorize and permit all
8 employees to take rest periods. The authorized rest period time shall be based on the total hours
9 worked daily at the rate of ten (10) minutes net rest time per four hours of work, or major
10 fraction thereof. An employer must provide employees with 10 minutes rest for shifts from three
11 and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours,
12 30 minutes for shifts of more than 10 hours up to 14 hours, and so on. Furthermore, Labor Code
13 §1198 provides, in pertinent part: . . . The employment of any employee for longer hours than
14 those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

15 41. Plaintiffs were not permitted to take proper rest periods and/or were required to
16 work during any “rest periods” in contravention of California law. Further, Plaintiffs and other
17 aggrieved employees were required to waive the taking of their rest breaks because of the
18 business of Defendants’ operations, and/or were coerced not to take legally mandated rest
19 periods by Defendants’ criticizing, disciplining and/or reprimanding Plaintiffs and other
20 aggrieved employees who attempted to take legally required rest periods; failed to schedule rest
21 periods; pressured Plaintiffs to remain available during the workday; and not permitted from
22 leaving the premises to take their rest periods.

23 42. Defendants further failed to pay Plaintiffs a missed rest period premium payment
24 for each rest period that was not authorized or permitted, and/or failed to pay such rest period
25 premium at Plaintiffs’ regular rate of pay.

26 43. Pursuant to Labor Code §226.7(b) and IWC Wage Orders, if an employer fails to
27 provide an employee a rest period in accordance with the applicable provisions of the IWC Wage
28 Orders, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate

1 of compensation for each workday that the rest period is not provided.

2 44. As such, Plaintiffs are entitled to an additional one hour of pay at their regular rate
3 of pay for each day in which they were not provided a proper rest period under the above-
4 described authorities.

5 45. Plaintiffs request that the Court award interest on all unpaid wages at the legal
6 rate specified by Civil Code §3289(b), accruing from the date the wages were due and payable
7 pursuant to Labor Code §218.6.

8 46. Labor Code §558 and IWC Wage Orders state, in pertinent part, that any
9 employer or other person acting on behalf of an employer who violates, or causes to be violated,
10 a section of any provision regulating hours and days of work in any order of the IWC shall be
11 subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each
12 underpaid employee for each pay period for which the employee was underpaid in addition to an
13 amount sufficient to recover underpaid wages; (2) For each subsequent violation, one hundred
14 dollars (\$100) for each underpaid employee for each pay period for which the employee was
15 underpaid in addition to an amount sufficient to recover underpaid wages. Pursuant to Labor
16 Code §§558, 1198 and 2699, and/or IWC Wage Orders, Plaintiffs are entitled to civil penalties
17 for each pay period in which Defendants underpaid their wages as set forth herein. Plaintiffs
18 seek only to recover the civil penalty provided for in §558(a) for the violations alleged herein,
19 and do not seek to recover underpaid wages.

20 47. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
21 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
22 limited to Labor Code §§558, 2699(f), and applicable IWC Wage Orders.

23 **E. FAILURE TO REIMBURSE EXPENSES**

24 48. Labor Code § 2802(a) states, in pertinent part: “An employer shall indemnify his
25 or her employee for all necessary expenditures or losses incurred by the employee in direct
26 consequence of the discharge of his or her duties, or of his or her obedience to the directions of
27 the employer. . .”

28 49. Defendants required Plaintiffs to use their personal cell phones to respond to work

calls and respond to text messages, and failed and refused to reimburse Plaintiffs for using their cell phones for company business.

50. Defendants' failure to reimburse and/or indemnify Plaintiffs for these necessary expenditures constitutes a violation of California law.

51. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved employees, entitled to recover civil penalties pursuant to the Labor Code, including but not limited to Labor Code § 2699(f).

**F. FAILURE TO PROPERLY MAINTAIN AND SUBMIT ACCURATE
ITEMIZED WAGE STATEMENTS (Labor Code §226)**

52. Labor Code §§226, 1174, and/or the applicable IWC Wage Orders require employers to maintain and provide employees accurate time and employment records, as well as itemized wage statements showing, among other things, gross wages earned, the total hours worked by the employee, all deductions, net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Furthermore, the applicable Wage Orders and Labor Code §226 requires every employer to keep accurate information with respect to each employee, including: (1) the employee's full name, home address, occupation, social security number, employee's date of birth, and time records showing when the employee begins and ends each work period; (2) an employee's meal periods; (3) total wages paid each payroll period; and (4) total hours worked during the payroll period and applicable rates of pay.

53. Defendants failed to properly maintain itemized wage statements in that, among other things, the wage statements provided do not set forth the accurate number of hours worked, correct rates of pay, all overtime compensation, meal periods, premium pay, and other related information required by California law. In addition, in implementing their illegal policies and practices regarding Plaintiffs, Defendants failed to record wages for rest period and meal period premiums and other wages that should have been paid to Plaintiffs as required by California law. Defendants have failed to record all items delineated in Labor Code §226 and the applicable IWC Wage Orders, and required under Labor Code §1174. Plaintiffs are informed and believe

1 that these failures were knowing and intentional by Defendants as Defendants sought to deprive
2 Plaintiffs of their legitimate right to unpaid wages, and otherwise deprive them of their proper
3 compensation. As a result of Defendants' intentional and knowing failure to maintain adequate
4 itemized statements, Plaintiffs could not ascertain the actual amount of compensation they
5 earned and/or were entitled to, and thereby are presumed to have suffered cognizable injury in
6 the form of the accrual of unpaid wages, overtime, and interest pursuant to Labor Code
7 §226(e)(2).

8 54. Pursuant to Labor Code §226(e), an employee who suffers injury as a
9 result of an employer's knowing and intentional failure to comply with subdivision (a), is
10 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period
11 in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a
12 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000), and
13 is entitled to an award of costs and reasonable attorney's fees.

14 55. Pursuant to Labor Code §226.3, "[a]ny employer who violates subdivision (a) of
15 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
16 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
17 for each violation in a subsequent citation. . ."

18 56. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
19 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
20 limited to Labor Code §§226.3, 1174.5 and 2699(f), as well as reasonable attorneys' fees and
21 costs.

22 **G. WAITING TIME PENALTIES (Labor Code §§201-203)**

23 57. Labor Code §201 states that an employer is required to provide an employee who
24 is terminated all unpaid wages immediately upon termination.

25 58. Plaintiffs are informed and believe and thereon allege that Defendants failed to
26 pay Plaintiffs all wages due and owing immediately upon termination, thereby violating Labor
27 Code §201.

28 59. Labor Code §202 states, in pertinent part, that an employer is required to provide

1 an employee who quits his or her employment all wages due and owing not later than 72 hours
2 thereafter.

3 60. Plaintiffs are informed and believe and thereon allege that Defendants failed to
4 pay Plaintiffs all wages due and owing upon voluntary resignation, thereby violating Labor Code
5 §202.

6 61. Labor Code §203 states that if an employer willfully fails to pay an employee
7 wages according to Labor Code §§201 and 202, these wages shall continue as a penalty for up to
8 a maximum of 30 days.

9 62. Defendants willfully withheld paying Plaintiffs wages thereby violating Labor
10 Code §203, as further set forth herein. As such, Defendants are required to pay Plaintiffs a 30-
11 day wage penalty in addition to all unpaid wages as described herein.

12 63. Pursuant to Labor Code §§2699, 2699.3, and/or 2699.5, Plaintiffs are aggrieved
13 employees, entitled to recover civil penalties pursuant to the Labor Code, including but not
14 limited to Labor Code §§256 and 2699(f).

15 **H. ALL CLAIMS**

16 64. Pursuant to Labor Code §2699, Plaintiffs seek to recover civil penalties, as
17 otherwise provided by statute and wage order, for which Defendants are liable as a result of their
18 violations of the Labor Code and applicable Wage Order(s) in an amount to be proven at trial.
19 These penalties include, but are not limited to, those provided by Labor Code §§210, 225.5,
20 226.3, 256, 558, 1174.5, 1197.1, and 2699. Plaintiffs further seek an award of reasonable
21 attorneys' fees and costs pursuant to the Labor Code §2699(g)(1) and any other applicable
22 statute.

23 **WHEREFORE**, Plaintiffs pray:

- 24 a. For civil penalties pursuant to Labor Code §2699(f), in addition to and entirely
25 independent and apart from other penalties in the Labor Code and for Labor Code
26 violations without a specific civil penalty, in the amount of \$100 for each
27 aggrieved employee per pay period for each violation, and \$200 for each
28 aggrieved employee per pay period for each subsequent violation;

- 1 b. For civil penalties pursuant to Labor Code §558, as follows:
- 2 i. For any initial violation, fifty dollars (\$50) for each aggrieved underpaid
- 3 employee for each pay period for which the employee was underpaid;
- 4 ii. For each subsequent violation, one hundred dollars (\$100) for each
- 5 aggrieved underpaid employee for each pay period for which the
- 6 employee was underpaid;
- 7 c. For civil penalties pursuant to Labor Code §1197.1, as follows:
- 8 i. For any initial violation that is intentionally committed, one hundred
- 9 dollars (\$100) for each underpaid employee for each pay period for which
- 10 the employee is underpaid;
- 11 ii. For each subsequent violation for the same offense, two hundred fifty
- 12 dollars (\$250) for each aggrieved underpaid employee for each pay period
- 13 for which the employee was underpaid regardless of whether the initial
- 14 violation is intentionally committed;
- 15 d. For civil penalties per Labor Code §226.3 in the amount of \$250 for each
- 16 aggrieved employee per pay period for each violation, and \$1,000 for each aggrieved employee
- 17 per pay period for each subsequent violation;
- 18 e. For civil penalties per Labor Code §1174.5 in the amount of \$500 for each willful
- 19 failure to maintain records as required by Labor Code §1174(c);
- 20 f. For civil penalties per Labor Code §256 in the amount of one day of pay, at the
- 21 same rate, for each day that an aggrieved employee was paid late, at the time of
- 22 termination, until payment was/is made, up to a maximum of thirty (30) days;
- 23 g. For civil penalties per Labor Code §210 in the amount of \$100 for each failure to
- 24 pay each employee, and for each subsequent violation, or any willful or
- 25 intentional violation, \$200 for each failure to pay each employee;
- 26 h. For reasonable attorneys' fees and costs incurred; and
- 27 i. For such relief as this Court may deem just and proper.
- 28

1 Dated: April 17, 2024

BARTZ LAW GROUP APC

2
3 By: /s/ Aaron A. Bartz

AARON A. BARTZ

4 Attorneys for Plaintiff KELSEY WOLFF, on behalf
5 of herself and all other aggrieved employees
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DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues triable to a jury.

Dated: April 17, 2024

BARTZ LAW GROUP APC

By: /s/ Aaron A. Bartz
AARON A. BARTZ
Attorneys for Plaintiff KELSEY WOLFF, on
behalf of herself and all other aggrieved employees

I, the undersigned, am employed in the State of California. I am over the age of eighteen (18) years and not a party to the action. My business address is 5151 California Ave., Suite 100, Irvine, California 92617.

Baldwin J. Lee, Esq.
Christina M. Vier, Esq.
ALLEN MATKINS LECK GAMBLE
MALLORY & NATSIS LLP
Three Embarcadero Center, 12th Floor San
Francisco, California 94111-4074 Email:
Email: Blee@allenmatkins.com
cvier@allenmatkins.com

Stephen J. Kepler, Esq.
LAW OFFICES OF STEPHEN J. KEPLER
28241 Crown Valley Parkway, Suite F
Laguna Niguel, CA 92677
Email: skepler@kepler-law.com

Walter L. Haines, Esq.
UNITED EMPLOYEES LAW GROUP,
PC 8605 Santa Monica Blvd., #63354
West Hollywood, CA 90069
Email: walter@uelglaw.com

(x) BY ELECTRONIC TRANSMISSION: I transmitted a PDF version of this document by electronic mail to the party(s) identified on the above service list using the e-mail address(es) indicated.

(X) (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that this declaration was executed on April 18, 2024.

1

EXHIBIT 4

Activities Export

04/21/2024

6:05 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/21/2024		Review, revise and final all motion papers in support of PAGA approval.  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	2.50h	\$850.00	-	\$2,125.00
04/18/2024		Prepare motion for PAGA approval and supporting declaration, and review and revise same.  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	4.00h	\$850.00	-	\$3,400.00
04/18/2024		Draft, finalize, discuss with attorney, file, and serve FAC  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	0.50h	\$295.00	-	\$147.50
04/03/2024		Review and consider revisions to settlement agreements, and prepare email regarding same; Review settlement administration quotes, and prepare emails regarding same.  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.00h	\$850.00	-	\$850.00
04/02/2024		Revise and final amended Complaint, and coordinate filing and service of Stipulation and Order.  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	0.50h	\$850.00	-	\$425.00
04/02/2024		Finalize, Draft. Speak with Attorney , File, and Serve: Stip and Proposed order  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00h	\$295.00	-	\$295.00
04/01/2024		Review and consider settlement documents, and revise same;	00055-Wolf Wolff v Enterprise Fleet	Aaron Bartz	3.00h	\$850.00	-	\$2,550.00
					50.15h		\$0.00 0.00h	\$38,881.25 50.15h

Activities Export

04/21/2024
6:05 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Review and revise Judgment. ● Unbilled	Management					
03/27/2024	🕒	Review case for further handling, and revise PAGA letter and Complaint; Prepare correspondence to OPC regarding case. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
03/25/2024	🕒	Review settlement proposal, and evaluate same; Conference call with client; Prepare email regarding settlement. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.00h	\$850.00	-	\$850.00
03/12/2024	🕒	Draft, finalize, file , and serve stipulation ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00h	\$295.00	-	\$295.00
02/13/2024	🕒	Review of data regarding aggrieved employees. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.60h	\$850.00	-	\$1,360.00
01/25/2024	🕒	Review and respond to emails from OPC, and review settlement issues; Review Labor Code sections and analyze same. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
01/11/2024	🕒	Review case for further handling, and prepare settlement demand. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.00h	\$850.00	-	\$850.00
12/21/2023	🕒	Draft , file, and serve Notice of	00055-Wolf	Nestor	1.00h	\$295.00	-	\$295.00
					50.15h		\$0.00 0.00h	\$38,881.25 50.15h

Activities Export

04/21/2024
6:05 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		Hearing re Continued CMC ● Unbilled	Wolff v Enterprise Fleet Management	Mejia				
12/12/2023	🕒	Review and consider discovery responses, and begin preparing separate statement. ● Unbilled	00055-Wolff Wolff v Enterprise Fleet Management	Aaron Bartz	1.10h	\$850.00	-	\$935.00
12/09/2023	🕒	Review Defendant's objections to discovery, and research regarding same; Prepare meet and confer correspondence. ● Unbilled	00055-Wolff Wolff v Enterprise Fleet Management	Aaron Bartz	3.00h	\$850.00	-	\$2,550.00
12/08/2023	🕒	Review case for further handling, and review and respond to email from OPC; Research regarding arbitration stay, and conference call with OPC regarding CMC. ● Unbilled	00055-Wolff Wolff v Enterprise Fleet Management	Aaron Bartz	4.20h	\$850.00	-	\$3,570.00
12/04/2023	🕒	Review case for further handling, and review and respond to OPC regarding discovery. ● Unbilled	00055-Wolff Wolff v Enterprise Fleet Management	Aaron Bartz	0.40h	\$850.00	-	\$340.00
11/29/2023	🕒	Review of court's procedures regarding discovery motions, and prepare email to OPC regarding same. ● Unbilled	00055-Wolff Wolff v Enterprise Fleet Management	Aaron Bartz	0.60h	\$850.00	-	\$510.00
11/27/2023	🕒	Research regarding discovery issues. ● Unbilled	00055-Wolff Wolff v Enterprise Fleet Management	Aaron Bartz	1.00h	\$850.00	-	\$850.00
					50.15h		\$0.00 0.00h	\$38,881.25 50.15h

Activities Export

04/21/2024

6:05 PM

Date ▾	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
11/21/2023		Review and respond to emails regarding case, and review legal strategies.  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.00h	\$850.00	-	\$850.00
07/21/2023		Prepare Notice and Acknowledgment, and prepare email to OPC.  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	0.30h	\$850.00	-	\$255.00
07/20/2023		Review of 998 Offer, and research regarding same.  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.00h	\$850.00	-	\$850.00
07/19/2023		Prepare PAGA Complaint, and review and revise case initiating documents, and coordinate filing.  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	2.20h	\$850.00	-	\$1,870.00
07/19/2023		Finalize Summons, Complaint , civil Cover Sheet, Addendum, and file  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00h	\$295.00	-	\$295.00
07/19/2023		Draft Summons, Civil Cover Sheet, and Addendum  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00h	\$295.00	-	\$295.00
07/18/2023		Review and consider venue issues, and prepare PAGA Complaint.  Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.00h	\$850.00	-	\$850.00
07/03/2023		Review and consider personnel and payroll documents, and	00055-Wolf Wolff v Enterprise Fleet	Aaron Bartz	2.50h	\$850.00	-	\$2,125.00
					50.15h		\$0.00 0.00h	\$38,881.25 50.15h

Activities Export

04/21/2024

6:05 PM

Date	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
		prepare PAGA Complaint. ● Unbilled	Management					
06/29/2023	🕒	Review and respond to emails from OPC, and review Kim v. Reins regarding proposed release issues. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	0.50h	\$850.00	-	\$425.00
06/01/2023	🕒	Review and consider client documents, and conference call with client regarding legal strategies. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
06/01/2023	🕒	Review and consider case documents, and settlement offer. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
05/31/2023	🕒	Client conference Call re : Case Status ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	0.25h	\$295.00	-	\$73.75
05/03/2023	🕒	Finalize PAGA letter and serve by US Certified Mail ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00h	\$295.00	-	\$295.00
05/02/2023	🕒	Review case documents, and prepare PAGA letter; Conference call with client. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	2.00h	\$850.00	-	\$1,700.00
					50.15h		\$0.00 0.00h	\$38,881.25 50.15h

EXHIBIT 5

Activities Export

04/21/2024

6:06 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
04/18/2024	\$	One Legal Filing Fees re FAC Confirmation #30277411 ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00	\$19.15	-	\$19.15
04/18/2024	\$	Filing and motion fees, courtesy copies, and related expenses for approval of PAGA motion [anticipated]. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.00	\$280.00	-	\$280.00
04/05/2024	\$	One Legal Re-submission of Exhibits for Stip and proposed order Confirmation #30202128 ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00	\$19.15	-	\$19.15
04/02/2024	\$	One Legal filing of Stip and Proposed Order Confirmation #30178373 ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00	\$39.15	-	\$39.15
04/01/2024	\$	LASC Document access fees. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.00	\$6.60	-	\$6.60
04/01/2024	\$	Certified mail - Amended PAGA letter ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Chandler Nelson	1.00	\$8.69	-	\$8.69
03/22/2024	\$	One Legal Filing fee re : Notice of Ruling ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00	\$19.15	-	\$19.15
03/12/2024	\$	One Legal filing re Stipulation and Proposed Order ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00	\$39.15	-	\$39.15
							\$0.00 0.00h	\$1,002.09 0.00h

Activities Export

04/21/2024

6:06 PM

Date ▼	Type	Description	Matter	User	Qty	Rate (\$)	Non-billable (\$)	Billable (\$)
12/21/2023	\$	One Legal filing Notice of Hearing Confirmation #29604886 ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00	\$17.75	-	\$17.75
08/10/2023	\$	One Legal Filing re : NAR Confirmation #28881412 ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00	\$17.15	-	\$17.15
07/19/2023	\$	One Legal Filing non Complex Confirmation #28762686 ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00	\$452.15	-	\$452.15
05/03/2023	\$	PAGA letter served by way of Certified Mail ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Nestor Mejia	1.00	\$9.00	-	\$9.00
05/03/2023	\$	PAGA letter filing fee. ● Unbilled	00055-Wolf Wolff v Enterprise Fleet Management	Aaron Bartz	1.00	\$75.00	-	\$75.00
							\$0.00 0.00h	\$1,002.09 0.00h

EXHIBIT 6

XPAND

Case Name:

Wolff v. Enterprise Fleet Management, Inc.

Date:

April 3, 2024

Client Name:

Aaron Bartz

Client Email:

aaron@bartzlawgroup.com

Xpand Contact:

Jonathan Paul

Xpand Contact Email Address:

jonathan@xpandlegal.com

Xpand Contact Phone Number:

310.948.7117

*Cost Estimate for Legal Administration Services

*Pricing Good for 90 Days

*Assumes Scope Within - Additional Services Priced Accordingly

Key Assumptions Used for Pricing

Class Size	110
Undeliverable Mail (estimated %)	10%
Forwarded Mail (estimated %)	5%
Toll Free Telephone Support	Yes
Website	No
Spanish Translation	No
National Change of Address (NCOA)	Yes
Wage Tax Reporting	No
Number of States for Tax Reporting	1
Number of Payment Distributions	1
Tax Reporting Years	1
Remaining Funds After Distribution	Controller

Case Setup

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Case Setup, Document Review & Timeline	Hourly	\$125.00	2	\$250.00
Data Analyst - Data Analysis, Formatting, Uploading to Database*	Hourly	\$125.00	1	\$125.00
NCOA (Includes CASS & LACS)	Flat Fee	\$95.00	1	\$95.00
Spanish Translation	Flat Fee	\$0.00	0	\$0.00
Toll Free Telephone Support	Flat Fee	\$122.10	1	\$122.10
Static Website	Flat Fee	\$0.00	0	\$0.00

*Xpand assumes mailing data will be provided in Microsoft Excel or other usable format and will not require substantial manipulation. Additional formatting and manipulation will be billed at \$125/hour.

Total \$592.10

Project Management

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Client Inquiries, General Oversight & Management	Hourly	\$125.00	3	\$375.00
Status Reporting (Ongoing & Final)	Hourly	\$150.00	2	\$300.00
Executive Oversight	Hourly	\$200.00	1	Waived

Total \$675.00

Distribution

Service	Type	Cost Per Piece	Volume	Total
Project Manager - Setup & Preparation	Hourly	\$125.00	1	\$125.00
Data Analyst - Payment File Production & Quality Review	Hourly	\$125.00	1	\$125.00
Print & Mail Payments	Per Piece	\$1.00	110	\$110.00
USPS First Class Mail - 1oz	Per Piece	\$0.65	110	\$71.50
Undeliverable Payment Processing	Per Piece	\$3.50	11	\$38.50
Remail Payments (Undeliverable & Forwards)	Per Piece	\$3.00	14	\$42.90
Tax ID Setup & Shutdown	Flat Fee	\$250.00	1	\$250.00
Qualified Settlement Fund (QSF) Creation, Reporting & Closure	Hourly	\$250.00	3	\$750.00
QSF Monthly Fees & Account Reconciliation	Per Piece	\$260.00	2	\$520.00
Process Remaining Funds	Flat Fee	\$200.00	1	\$200.00

Total \$2,232.90

Total Case Cost - Flat Fee:

\$3,500.00

Terms & Conditions

All services to be provided by Xpand Legal (hereinafter, "Xpand") to Client shall be subject to the following Terms and Conditions of this Agreement:

- **Services:** Subject to the terms hereof, Xpand agrees to provide the Client with Administration Services (hereinafter, "services") as specified in the Proposal provided to Client to which these Terms and Conditions are referenced and in accordance of the Court's direction. The estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not include any services not referenced in the request for proposal. These services do not constitute legal services or advice. Xpand is performing its services as an Independent Contractor and neither it nor its employees shall be deemed to be employees of the Client.
- **Charges for Services:** Charges to the Client for services shall be on a time and materials basis at our prevailing rates and are subject to change. Any fee estimates set forth in the proposal are estimates only, based on information provided by Client to Xpand. Actual fees charged by Xpand to Client may be greater or less than the estimate, and Client shall be responsible for the payment of all charges and expenses in accordance with Section 3 below. Charges incurred related to corrective files due to voids and re-issues of payments and related correspondence with state and federal taxing authorities will not be charged to the Client to the extent that funds are received from the taxing authorities offset these charges. Xpand may derive financial benefits from financial institutions in connection with the deposit and investment of funds with such institutions, including without limitation, discounts on eligible banking services and fees, and loans at favorable rates.
- **Payment of Charges:** Xpand will process payment of charges once payments are made to class members and counsel in accordance with direction from the court. However, decisions of the court and actions of the parties, including disapproval or withdrawal of a settlement or case status, do not affect the Client's liability to Xpand for payment of services. Services are not provided on a contingency fee basis.
- **Indemnification:** Client will indemnify and hold Xpand (and the officers, employees, affiliates and agents harmless against any Losses incurred by Xpand, arising out of, in connection with, or related to (i) any breach of the terms by Client; (ii) the processing and handling of any aspect of the project by Xpand in accordance with Client's instructions.
- **Confidentiality:** Xpand maintain reasonable and appropriate security measures and safeguards to protect the security and confidentiality of data provided to Xpand by Client or another party to the action. Should Xpand ever be notified of any judicial order or other proceedings in which a third party seeks to obtain access to the confidential data created by or for the Client, Xpand will notify the Client, unless prohibited by applicable law. The Client will have the option to (1) provide legal representation at the Client's expense to avoid such access or (2) promptly reimburse Xpand for any of its costs, including attorneys' fees, reasonably incurred in avoiding, attempting to avoid or providing such access and not paid by the entity seeking the data. If Xpand is required, pursuant to a court order, to produce documents, disclose data, or otherwise act in contravention of the obligations imposed by this Agreement, or otherwise, with respect to maintaining the confidentiality, proprietary nature and secrecy of the produced documents or disclosed data, Xpand will not be liable for breach of said obligation.
- **Data Rights:** Xpand does not convey nor does the Client obtain any right in the programs, system data, or materials utilized or provided by Xpand in the ordinary course of business in the performance of this Agreement.
- **Document Retention:** Unless directed otherwise in writing by Client, Xpand will maintain documents and other correspondence for one year after final distribution of funds or benefits, or until the date that the disposition of the case is no longer subject to appeal or review, whichever is later.
- **Limitation of damages:** Xpand is not responsible to the Client for any special, consequential or incidental damages incurred by Client. Any liability of Xpand to the Client shall not exceed the total amount billed to the Client for the services that give rise to any loss.
- **Termination:** The services to be provided under this Agreement may be terminated, at will by the Client upon at least 30 calendar days' prior written notice to Xpand. The Client's obligation to pay for services or projects in progress at the time of notice of withdrawal shall continue throughout that 30 day period. Xpand may terminate this Agreement at will (i) with 10 calendar days' prior written notice, if the Client is not current in payment of charges or (ii) in any event, upon at least 3 months' prior written notice to the Client. The Client is obligated to pay for all Services at the time of termination under this paragraph; no deferral period shall take place.
- **Notice:** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of Xpand or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.
- **Force Majeure:** To the extent performance by Xpand of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond Xpand's reasonable control, then such performance shall be excused and this Agreement, at Xpand's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.
- **Waiver of Rights:** No failure or delay on the part of either party in exercising any right will operate as a waiver of, or impair, any right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in writing.
- **Jurisdiction:** The parties hereto submit to the jurisdiction of the Court of the applicable case for purposes of any suit, action or proceeding to enforce any provision of, or based on any right arising out of, this Agreement. The parties hereto hereby waive any objection to the laying of venue of any such suit, action or proceeding in the Court.
- **Entire Agreement:** These terms and conditions and the proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the terms and conditions set forth herein will be binding upon any party, unless approved in writing by such party's authorized representative.
- **Counterparts:** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.