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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