

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Bruce Weisenberg (260521) FIRM NAME: RD LAW GROUP, APC STREET ADDRESS: 707 Wilshire Blvd 47th Fl, Ste C7 CITY: Los Angeles STATE: CA ZIP CODE: 90017 TELEPHONE NO.: (424) 502-0709 FAX NO.: (424) 535-1500 EMAIL ADDRESS: bruce@rdlawgroup.com ATTORNEY FOR (name): JASON CATLOW and RAVI BHATIA SUPERIOR COURT OF CALIFORNIA, COUNTY OF Humboldt STREET ADDRESS: 825 5th St. MAILING ADDRESS: CITY AND ZIP CODE: Eureka, CA 95501 BRANCH NAME: Humboldt County Courthouse		FOR COURT USE ONLY David V. FILED MAR 28 2025 SUPERIOR COURT OF CALIFORNIA COUNTY OF HUMBOLDT
PLAINTIFF/PETITIONER: JASON CATLOW and RAVI BHATIA DEFENDANT/RESPONDENT: ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC et al		
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)		CASE NUMBER: CV2500406

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): **03/24/2025**
2. A copy of the judgment, decree, or order is attached to this notice.

 Date: 03/27/2025
Bruce Weisenberg

 (TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)

(SIGNATURE)

FAX FILED

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

CASE NUMBER:
 CV2500406

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

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

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

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

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

4. The envelope was addressed and mailed as follows:

a. Name of person served: Steve Kepler (Law Offices of Stephen J. Kepler) Street address: 28241 Crown Valley Pkwy, Ste F, City: Laguna Niguel, State and zip code: CA 92677-4442 Via Mail and Email: skepler@kepler-law.com b. Name of person served: Street address: City: State and zip code:	c. Name of person served: Street address: City: State and zip code: d. Name of person served: Street address: City: State and zip code:
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☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

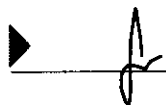
5. Number of pages attached:

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

Date: 03/27/2025

Silva Donikian

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

FILED

MAR 25 2025

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT**

David V.

1 Bruce Weisenberg (260521)
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7 Attorneys for Plaintiffs JASON CATLOW and RAVI BHATIA,
individually, and on behalf of others similarly situated

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12 Attorneys for Defendants
ENTERPRISE RENT-A-CAR COMPANY OF SACRAMENTO, LLC
and ENTERPRISE RENT-A-CAR CO OF SAN FRANCISCO, LLC
13

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF HUMBOLDT**

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

19 Plaintiffs,

20 vs.

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

24 Defendants.
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27
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Case No. CV2500406

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

1 This matter came on for hearing on March 21, 2025, at 10:30 a.m. in Department 4
2 of 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 Defendants' 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 Applicable PAGA Periods,
15 all of which violations were alleged in Plaintiffs' Notice Letters to the LWDA.

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

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

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

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

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

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

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

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

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

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

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

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

23 L. "Plaintiffs' Counsel Payment" refers to Court-approved payment of
24 attorneys' fees to Plaintiffs' Counsel (not to exceed 33 1/3 percent of the Maximum
25 Settlement Amount), and Plaintiffs' Counsel's expenses and costs reasonably incurred in
26 connection with this Action, as approved by the Court.

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

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

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

14 P. "Sacramento PAGA Period" shall mean July 25, 2023, through March 21,
15 2025. For allegedly aggrieved employees of Enterprise Rent-a-Car Company of
16 Sacramento, LLC, the Sacramento PAGA Period may also be referred to as the
17 Applicable PAGA Period.

18 Q. "San Francisco PAGA Period" shall mean May 29, 2023, through March
19 21, 2025. For allegedly aggrieved employees of Enterprise Rent-a-Car Co of San
20 Francisco, LLC, the San Francisco PAGA Period may also be referred to as the
21 Applicable PAGA Period.

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

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

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

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

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

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

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

18 (d) Plaintiffs seek recovery under PAGA, based on the Alleged Violations,
19 committed against the Settlement Members during the Applicable PAGA Periods.
20 Judgment is hereby entered against Defendants, jointly and severally, in the amount of
21 \$479,360.00, representing recovery under PAGA, arising from the Alleged Violations.

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

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

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

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

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

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

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

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

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

23 **IT IS SO ORDERED.**

24
25 Dated: MAR 24 2025

TIMOTHY A. CANNING
HONORABLE _____

RECEIVED
MAR 21 2025
SUPERIOR COURT OF CALIFORNIA
COUNTY OF HUMBOLDT