

BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP

Norman B. Blumenthal (SBN #068687)

Kyle R. Nordrehaug (SBN #205975)

Aparajit Bhowmik (SBN #248066)

Nicholas J. De Blouw (SBN #280922)

Sergio J. Puche (SBN# 289437)

2255 Calle Clara

La Jolla, CA 92037

Telephone: (858) 551-1223

Facsimile: (858) 551-1232

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF ALAMEDA**

ANTHONY MEIGHAN, on behalf of the
State of California, as a private attorney
general,

Plaintiff,

vs.

HERTZ LOCAL EDITION CORP., a
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 24CV086004

**AMENDED [PROPOSED] ORDER AND
JUDGMENT APPROVING PAGA
SETTLEMENT**

Hearing Date: August 20, 2026

Hearing Time: 2:30 p.m.

Judge: Hon. Victoria Kolakowski

Dept.: 16

Action Filed: August 5, 2024

Trial Date: Not Set

Reservation ID: 630228258774

1 **[PROPOSED] ORDER AND JUDGMENT**

2 Plaintiff Anthony Meighan’s (“Plaintiff”) motion for approval of the settlement (“Motion”) of
3 Plaintiff’s claims under the California Labor Code Private Attorneys General Act (“PAGA”) , pursuant
4 to California Labor Code § 2699(l), against Defendant Hertz Local Edition Corp. (“Defendant”)
5 (together with Plaintiff, the “Parties”), Motion for approval of the settlement (“Motion”) came on
6 regularly for hearing before this Court on August 20, 2026.

7 Having reviewed and considered the Motion, and all supporting declarations and exhibits
8 thereto, including the proposed PAGA Settlement Agreement (“Agreement” or “Settlement”), and
9 GOOD CAUSE appearing therefore, IT IS HEREBY ORDERED, ADJUDGED and DECREED as
10 follows:

11 1. Plaintiff exhausted all administrative remedies required to bring the PAGA claims
12 asserted in this action and is authorized to act as private attorney general with respect to the PAGA
13 claims being released under the terms of the Agreement, which is incorporated by reference.¹ The
14 California Labor Workforce Development Agency was provided with notice of the Settlement and the
15 Motion via its online process and no objection has been received to the Settlement or the Motion from
16 the Labor Workforce Development Agency (“LWDA”).

17 2. The Court finds that the Settlement is the result of arm’s-length negotiations conducted
18 with an experienced mediator after the Parties’ counsel had thoroughly and adequately investigated
19 the claims and defenses and became familiar with the strengths and weaknesses of those claims.

20 3. The Court grants the Motion and approves the Settlement and finds that it is fair,
21 reasonable and adequate, and consistent and in compliance with all applicable requirements of all
22 applicable rules, the California and United States Constitutions (including the Due Process Clauses),
23 and any other applicable law, and in the best interests of each of the Parties and the PAGA Members.

24 4. The PAGA Members include all of Defendant’s current and former non-exempt
25 employees who worked for Defendant in California during the PAGA Period. The PAGA Period is
26 the period from May 23, 2023 through December 22, 2025.

27 _____
28 ¹ Unless otherwise specified, capitalized terms in this Order have the same meaning as defined in the Agreement.

- 1 5. The Court approves the Gross PAGA Settlement Amount of \$950,000.
- 2 6. The Court approves Apex Class Action, LLC as the Administrator and approves the
- 3 Administration Expenses Payment of \$10,500.
- 4 7. The Court approves the PAGA Counsel Fees Payment of \$316,666.
- 5 8. The Court approves the PAGA Counsel Litigation Expenses Payment of \$20,225.26.
- 6 9. The Court approves Service Award to Plaintiff of \$15,000.
- 7 10. The Court approves the PAGA Penalties of \$587,608.74, of which 75% (\$440,706.55)
- 8 will be paid to the LWDA ("LWDA PAGA Payment") and 25% (\$146,902.19) of which will be
- 9 disbursed as Individual PAGA Payments to the PAGA Members in accordance with the formula set
- 10 forth in the Agreement.
- 11 11. Defendant shall deliver the PAGA Member Data to the Administrator within twenty-
- 12 one (21) days after the Effective Date (which is the date on which this Order and Judgment become
- 13 final as set forth in ¶ 1.8 of the Settlement).
- 14 12. Defendant shall fund the Gross PAGA Settlement Amount by transmitting the funds to
- 15 the Administrator by no later than the Funding Date (which is thirty (30) calendar days after the
- 16 Effective Date).
- 17 13. Within twenty-one (21) days after the Funding Date, the Administrator shall mail
- 18 checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
- 19 Payment, the Service Award, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation
- 20 Expenses Payment.
- 21 14. After 180 days from the mailing of the Individual PAGA Payments, the funds from any
- 22 checks that have not been cashed will be transmitted by the Administrator for distribution to the
- 23 California State Controller's Unclaimed Property Division in the name of the applicable PAGA
- 24 Member.
- 25 15. Upon the Funding Date, Plaintiff is deemed to have generally released all claims
- 26 against the Released Parties as detailed in the Agreement.
- 27 16. Upon the Funding Date, and except as to such rights or claims as may be created by the
- 28

1 Agreement, the LWDA, through Plaintiff, and pursuant to Labor Code sections 2699(a) and 2699.3,
2 shall release the Released Parties from the Released PAGA Claims. No PAGA Member may opt out
3 of or be excluded from participating in the LWDA's settlement (through Plaintiff and pursuant to
4 Labor Code sections 2699(a) and 2699.3) of the Released PAGA Claims. The LWDA shall be bound
5 by the judgment entered by the Court upon the Funding Date. The occurrence of the Funding Date
6 shall forever bar Plaintiff, the LWDA, and any other representative, proxy, or agent thereof, including,
7 but not limited to, any and all PAGA Members, from pursuing any action against the Released Parties
8 for the Released PAGA Claims.

9 17. Upon the Funding Date, PAGA Counsel is deemed to have released the Released
10 Parties from all claims for fees and/or costs incurred in connection with the Operative Complaint and
11 the PAGA Letter (including but not limited to the PAGA Counsel Fees Payment and the PAGA
12 Counsel Litigation Expenses Payment).

13 18. The Settlement (including this Order and Judgment) cannot be used, directly or
14 indirectly, to introduce, use, or admit in this case or in any other judicial, arbitral, administrative,
15 investigative or other forum or proceeding, as purported evidence of any violation of any federal, state,
16 or local law, statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial"
17 violation), or any liability, obligation, or duty at law or in equity, or for any other purpose. The
18 Settlement (including this Order and Judgment) shall not be construed to be an admission by
19 Defendant of any liability or wrongdoing as to Plaintiff, the PAGA Members, or any other person, and
20 Defendant specifically disclaims any such liability or wrongdoing.

21 19. Pursuant to Labor Code section 2699, PAGA Counsel shall submit a copy of this Order
22 and Judgment to the LWDA within 10 days after its entry.

23 20. This Order and Judgment constitutes a final disposition of the Action in its entirety.
24 After entry of this Order and Judgment, the Court shall, pursuant to Code of Civil Procedure § 664.6,
25 retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to construe, interpret,
26 implement, and enforce the Agreement, to hear and resolve any contested challenge to a claim for
27
28

1 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the
2 distribution of settlement benefits.

3 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
4 **ENTERED ACCORDINGLY.**

5
6 DATED: _____

7 THE HONORABLE VICTORIA KOLAKOWSKI
8 JUDGE OF THE SUPERIOR COURT
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28