

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ELVA BENSON, on behalf of
herself and on behalf of all others
similarly-situated,

Plaintiff,

v.

CASE NO.: 6:20-cv-891-Orl-37LRH

ENTERPRISE HOLDINGS, INC.,
and ENTERPRISE LEASING
COMPANY OF ORLANDO, LLC,

Defendants.

NOTICE OF CLASS ACTION SETTLEMENT AND FINAL APPROVAL HEARING

YOU ARE ELIGIBLE TO PARTICIPATE IN A CLASS ACTION SETTLEMENT REACHED IN THIS CASE

YOUR LEGAL RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF THIS LAWSUIT. PLEASE READ THIS NOTICE CAREFULLY. IT EXPLAINS THE LAWSUIT, THE SETTLEMENT, AND YOUR LEGAL RIGHTS.

THIS NOTICE IS COURT APPROVED. THIS IS NOT A SOLICITATION FROM A LAWYER

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

HOW TO GET PAID FROM THE SETTLEMENT	<p>YOU MUST COMPLETE THE ATTACHED CLAIM FORM AND IT MUST BE RECEIVED BY THE CLASS SETTLEMENT ADMINISTRATOR NO LATER THAN <u>MARCH 21, 2022</u>.</p> <p>A class action settlement has been reached in the above-styled matter. The Settlement Fund is \$175,000.00. There are approximately 964 people in the Settlement Class. If you timely return the attached Claim Form or file a claim through the Settlement Website and the Court grants final approval of the Class Settlement, you will be sent a Settlement Check. The amount of your Settlement Check will be determined by dividing: 100% of the Settlement Fund less administrative costs and Class Counsel's litigation expenses by the number of Class Members that timely return claim forms to the Class Settlement Administrator.</p>
IF YOU DO NOTHING	<p>If the Court approves the settlement and you do nothing, you will not receive any money from the settlement and you will be releasing any and all claims against Enterprise Holdings, Inc., its subsidiaries, and other related Enterprise entities and agents. The Full Release and Released Parties are available on the Settlement Website, www.bensonwarnsettlement.com.</p>
IF YOU EXCLUDE YOURSELF FROM THE SETTLEMENT	<p>You have the right to exclude yourself from the settlement completely ("opt out"). You can opt out by following the instructions on the Settlement website. You will not receive any monetary payments from the Settlement. You will not have any right to object, but you will not be bound by the terms of this Settlement and will retain your right to file your own lawsuit. The opt out deadline is <u>March 21, 2022</u>.</p>
HOW TO OBJECT	<p>If you don't exclude yourself from the Settlement, you can object to any part of the Settlement. You are not required to object if you simply want to receive your share of the money being paid in the Settlement of this case.</p> <p>If you wish to file an objection, you must file your written objection with the Settlement Administrator by <u>March 21, 2022</u>. Your written objection must also be mailed to both Class Counsel and Enterprise's Counsel and postmarked or received no later than <u>March 21, 2022</u>. Your written objection must contain the specific information set forth in the Settlement Agreement which is available on the Settlement Website.</p> <p>Failure to take these steps will be deemed a waiver of your objection(s). If the Court rejects your objection, you will still be bound by the terms of the settlement and the release, but you will also receive a monetary payment as if you had not objected.</p>

These rights and options—and the deadlines to exercise them—are explained in this notice.

If you do not exclude yourself, you may object to the settlement. You can remain in the Settlement Class but file written objections to the Settlement. The Court will consider the objections in deciding whether to approve the Settlement. If you do not exclude yourself and the Settlement is approved, you will not be able to sue Defendants or any of the Released Parties for the Released Claims, defined as: any and all claims, demands, debts, liabilities, obligations, liens, actions and causes of action, costs, expenses, attorneys' fees and damages of whatever kind or nature, at law, in equity and otherwise, whether known or unknown, anticipated, suspected or disclosed, that the Releasing Parties may have had, now have or hereafter may have against the Released Parties, which relate to or arise from the WARN Act or analogous state or local law or regulation applying to mass layoffs and/or plant closings, that are duplicative of, or subsumed by, the claims asserted in this case (the "Released Claims"). To be clear and for the avoidance of doubt, this Limited Release does not and is not intended to serve as a general release as to the Class Members. Rather, it is intended to be a Limited Release as to claims the Class Members have against the Released Parties under the WARN Act, or analogous state or local law or regulation applying to mass layoffs and/or plant closings.

1. What is this lawsuit about?

Elva Benson (the "Plaintiff") sued Enterprise Holdings Inc. and Enterprise Leasing Company of Orlando LLC (collectively, "Enterprise") in this class action case because she alleged Enterprise violated the WARN Act by terminating her employment, and the employment of the Class Members, without sufficient notice. The Court has not decided whether Enterprise did anything wrong, and Enterprise denies the allegations and denies any liability or wrongdoing whatsoever.

This lawsuit is pending in the United States District Court for the Middle District of Florida. The parties have reached a class action settlement and, according to Enterprise's records, you are a class member. The class is defined as follows: "All Enterprise employees who worked at or reported to Enterprise facilities in the United States and were terminated without cause on or about April 24, 2020, or within 14 days of April 24, 2020, or in anticipation of, or as the foreseeable consequence of, the mass layoff or plant closing ordered on or about April 24, 2020, and who are affected employees, within the meaning of 29 U.S.C. § 2101(a)(5), who do not file a timely request to opt-out of the class, and who also did not sign a severance agreement with Enterprise."

2. Who are the Attorneys representing the Class and how will they be paid?

The Court has appointed lawyers to represent the Class, but you may enter an appearance in the case through an attorney if you want. If you do so, you will have to pay for your own lawyer. The attorneys appointed by the Court as Class Counsel are: Luis A. Cabassa and Brandon J. Hill of Wentzel Fenton Cabassa, P.A., 1110 N. Florida Ave., Suite 300, Tampa, FL 33602, (813) 224-0431.

Subject to the Court's approval, Enterprise has agreed to compensate Class Counsel for its attorney's fees and costs, up to \$250,000.00. This payment is not being paid from the Settlement Fund, so it will not affect your individual recovery. However, Class Counsel will be seeking reimbursement from the Settlement Fund for litigation expenses and costs incurred to prosecute this action, subject to the Court's approval, of up to \$10,000.00.

3. What are the terms of the proposed settlement?

The Parties have agreed to settle the lawsuit. The Settlement Fund available to the Class is \$175,000. Those Class Members who submit a timely Claim Form will receive a pro rata share of the Settlement Fund less administrative costs and Class Counsel's litigation expenses. Those Class Members who do not exclude themselves but also do not submit a Claim Form will not receive any money from the settlement but will be bound by its terms, including the release of claims.

The Court has preliminarily approved the proposed settlement of this lawsuit. The proposed settlement represents a compromise of disputed claims. Nothing in the proposed settlement is intended or will be construed as an admission by Enterprise that the claims in the Lawsuit are appropriately brought as a class action, that the claims have merit, or that Enterprise has any liability to Plaintiff or the Class on those claims. The Court has made no ruling on the merits of the Lawsuit.

4. How do I participate in the settlement and get a payment?

To receive payment you must complete and submit the attached Claim Form by March 21, 2022. The Claim Form can be submitted in any one of three ways:

1. Online at www.bensonwarnsettlement.com
2. By emailing a picture of your claim form to info@bensonwarnsettlement.com
3. By mailing your Claim Form to Benson v Enterprise Holdings Inc Class Action c/o Notice Administrator, PO Box 23668, Jacksonville, FL 32241

5. What rights am I giving up in this settlement?

If the settlement is approved, the Court will enter a Final Order and Judgment dismissing the Lawsuit “with prejudice” (i.e., the Lawsuit cannot be filed again).

Unless you exclude yourself from this settlement, you will be considered a member of the Class, which means you give up your right to sue Defendants for the Released Claims as defined above. a lawsuit alleging any and all claims against Enterprise. Giving up your legal claims is called a release.

If you do not exclude yourself from this settlement, you will release and be barred from prosecuting any and all of the Released Claims against Enterprise Holdings, Inc., Enterprise Leasing Company of Orlando LLC, and all of their related companies, parents, subsidiaries, affiliates, and their respective officers, trustees, employees, attorneys, insurers, owners, and agents, whether in their individual or official capacities.

6. If I chose to do so, how do I exclude myself from the settlement?

If you wish to be excluded, you must mail a written request for exclusion to the Settlement Administrator at: Benson v Enterprise Holdings Inc Class Action c/o Notice Administrator, PO Box 23668, Jacksonville, FL 32241. Your request for exclusion must be in writing and postmarked on or before March 21, 2022. The request must state: “I do not want to be part of the Class in *Benson v. Enterprise Holdings, Inc.*, 6:20-cv-891.” The request must be signed, with your name, address, and telephone number printed below your signature. The address you use should be the address to which this notice was mailed, so that you can be properly identified. However, if you have a new address, please inform us of the new address so we can make the change in the Class List.

7. What if I disagree with something about the settlement but do not want to be excluded?

If you don’t exclude yourself from the Settlement, you can object to any part of the Settlement. You must file your written objection with the Settlement Administrator by March 21, 2022. Your written objection must also be mailed to both Class Counsel and Enterprise’s Counsel and postmarked or received no later than [60 days after Notice Mailing Deadline]. Your written objection must contain the specific information set forth in the Settlement Agreement which is available on the Settlement Website at www.bensonwarnsettlement.com.

IF YOU DO NOT TIMELY MAIL YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FINAL HEARING.

8. When and where will the Court decide whether to approve the settlement?

The Court has preliminarily approved the proposed settlement. The Court will hold a Final Fairness Hearing on April 20, 2022, at 1:30 p.m. The hearing will be held in the United States Federal Courthouse for the Middle District of Florida, Orlando, Florida, 401 West Central Boulevard, Orlando, Florida 32801, in Courtroom 4A. At the Fairness Hearing, the Court will consider whether the proposed settlement is fair, reasonable, and adequate. The Court will hear objections to the settlement, if any. You may attend, but you do not have to attend. You (or your counsel) may speak at the Final Hearing only if (a) you have timely served and filed an objection, and (b) your objection stated an intent to speak at the Final Hearing.

We do not know how long the Court will take to make its decision. In addition, the hearing may be continued (i.e., postponed or rescheduled) at any time by the Court without further notice to you. Finally, the Final Hearing may be held via Zoom or by phone due to the ongoing pandemic without further notice to you. If you plan to attend the Final Hearing, you may contact Class Counsel to confirm the date and time.

Payments will be made if the Court approves the settlement. If the settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue.

9. Where can I get additional information?

This notice is only a summary of the proposed settlement of this lawsuit. Certain pleadings and documents filed in Court, including the Settlement Agreement, may be reviewed or copied in the Clerk’s Office or by visiting the website www.bensonwarnsettlement.com.