UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

ELVA BENSON, PATRINA MOORE, and ELIZABETH DAGGS, on behalf of themselves and on behalf of all others similarly-situated,

Plaintiffs,

v. **CASE NO.: 6:20-cv-00891**

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

Defendants.
_____/

FIRST AMENDED CLASS ACTION COMPLAINT
(JURY TRIAL DEMANDED)

Pursuant to Fed.R.Civ.P. 15(a)(1)(B), Named Plaintiffs, Elva Benson, Patrina Moore, and Elizabeth Daggs, file this First Amended Class Action Complaint as a matter of right against Defendants Enterprise Holdings, Inc. ("Enterprise Holdings"), Enterprise Leasing Company of Florida, LLC ("Enterprise Florida") and Enterprise Leasing Company of Orlando, LLC ("Enterprise Orlando") (collectively, "Defendants" or "Enterprise") on behalf of themselves and all others similarly-situated.

In sum, Defendants violated the Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 et seq. (the "WARN Act") by terminating the Named Plaintiffs and the putative class members without providing sufficient advance written notice as required by the

WARN Act. WARN Act liability is imputed to Defendants under the "single employer" test. In further support thereof, the Named Plaintiffs allege as follows:

NATURE OF THE ACTION

1. This action seeks to recover back pay and benefits under the WARN Act to redress a common course of conduct by Defendants which resulted in the termination of thousands[1] of employees as part of a series of mass layoffs without proper legal notice.

2. Defendants' mass layoffs deprived Named Plaintiffs and the Putative Class Members "…and their families [of] some transition time to adjust to the prospective loss of employment, to seek and obtain alternative jobs and, if necessary, to enter skill training or retraining that will allow these workers to successfully compete in the job market." 20 C.F.R. § 639.1(a).

3. Defendants failed to provide Named Plaintiffs and the Putative Class Members with the sixty (60) days advance written notice that is required by the WARN Act.

4. Due to COVID-19, Defendants claim exemption from this requirement under the "unforeseeable business circumstance" exception of the WARN Act.

5. Under that exception, "[a]n employer may order a plant closing or mass layoff before the conclusion of the 60-day period if the closing or mass layoff is caused by business circumstances that were not reasonably foreseeable as of the time that notice would have been required." 29 U.S.C. § 2102(b)(2)(A).

[1] *See* https://www.usnews.com/news/best-states/missouri/articles/2020-04-29/enterprise-rental-company-lays-off-more-than-2-000-employees, last visited on August 17, 2020.

6. However, Defendants were still mandated by the WARN Act to give the Named Plaintiffs and the putative class members "give as much notice as is practicable." They failed to do so here, giving Named Plaintiff Benson no advance written notice of her termination, and Named Plaintiffs Moore and Daggs six and seven days, respectively.

7. Indeed, the crucial date under the WARN Act is not the date when the company knows that a mass layoff is imminent, nor is it the date when the company finally gets around to identifying the exact employees affected by the mass layoff. Rather, the WARN Act states plainly that the trigger date is the date when a mass layoff is "reasonably foreseeable."

8. As soon as it is probable that a mass layoff will occur, the employer must provide notice as soon as is practicable. Here, upon information and belief, Defendant Enterprise Holdings likely knew near the end of March (as evidenced by the March large-scale furloughs discussed below), or in very early April, that a mass layoff was "reasonably foreseeable."

9. In fact, several days before informing the impacted employees, Defendant Enterprise Holdings actually informed the State of Florida's Department of Economic Opportunity that Defendant Enterprise Florida was getting ready to lay off 205 people.

10. As more fully explored below, the Defendants are part of a sophisticated, integrated, and interrelated car rental business behemoth which, at all material times, was centrally controlled by a common set of officers, directors, and managers.

11. Defendant Enterprise Holdings sits at the epicenter of the centralized management and operation of the Defendants' businesses, where it exerts direct control over the Defendants' rental car and vehicle sales operations.

12. Defendant Enterprise Holdings provides these services through a constellation of related entities which it both owns and controls, including Defendant Enterprise Florida and Defendant Enterprise Orlando.

13. Defendants operated as a "single employer" for purposes of the WARN Act at all material times hereto, including with respect to the coordinated decision to terminate the Named Plaintiffs and putative class members by engaging in mass layoffs.

14. For example, as demonstrated by Exhibits A and B, the untimely WARN Act notices provided to Named Plaintiffs Benson and Daggs are basically identical, despite the fact that one was received in Florida and the other in Nevada.

15. Indeed, Defendant Enterprise Holdings maintained a key role in Defendants' strategic, financial, human resources and benefits functions, and exercised control over Defendants' business plans and decisions, including the ultimate decision to terminate thousands of employees across the nation through mass layoffs.

16. Defendant Enterprise Holdings was also responsible for the decision not to provide Plaintiffs with sufficient advance written notice under the WARN Act, as evidenced by Exhibits A and B.

17. Since all roads lead to Defendant Enterprise Holdings, the Named Plaintiffs seek to impose "single employer" liability against each of the three Defendants in accordance with 20 C.F.R. § 639.3(a)(2).

JURISDICTION AND VENUE

18. This Court has jurisdiction pursuant to 28 U.S.C. § 1331, as well as 29 U.S.C. §§ 2102, 2104(a)(5).

19. Venue in this District is proper under 28 U.S.C. §1391(b) and (c), and Section 2104 of the WARN Act, 29 U.S.C. § 2104(a)(5).

THE NAMED PLAINTIFFS

Named Plaintiff Elva Benson

20. Named Plaintiff Elva Benson worked for Enterprise for nearly 34 years before she was abruptly terminated. She last worked as a rental agent at the Orlando Airport.

21. The specific entity listed on her paychecks is "Enterprise Leasing Company of Orlando, LLC." However, Plaintiff Benson was fired by Defendants Enterprise Holdings and Defendant Enterprise Orlando working with each other in tandem. (*See* Exhibit A).

22. Specifically, on April 27, 2020, Named Plaintiff Elva Benson received a written notice from Rebecca White in Defendant Enterprise Holding's Human Resources Department, dated April 24, 2020 terminating her employment effective April 30, 2020. However, Named Plaintiff Elva Benson had already been verbally terminated a few days prior to receiving the notice.

23. According to the attached termination notice she received from Enterprise Holding's Human Resources Department: "Enterprise Holdings ("Enterprise") experienced in a dramatic downturn in business, resulting in the layoff of many employees, including you, effective 3/21/2020." (*See* Exhibit A).

24. Thus, the decision to terminate Named Plaintiff Elva Benson was made and actually carried out by Defendant Enterprise Holdings in Exhibit A which, presumably, is a WARN Act notice.

25. Defendant Enterprise Holdings' decision to terminate Plaintiff Benson was devastating to her as she had worked at Enterprise for over three decades. And, while she understood that the ongoing pandemic was causing problems for the company, she both expected was entitled to sufficient advance written notice as to her termination.

26. The post-termination written notice she received on April 27, 2020, simply was not as much notice as practicable under the circumstances, as explained further below.

Named Plaintiff Patrina Moore

27. Much like Named Plaintiff Benson, Named Plaintiff Patrina Moore was a long-time Enterprise employee.

28. She started working for Defendants on October 13, 2006, and the last position she held was that of Licensing and Titling Clerk at the Tampa Airport.

29. The specific entity on her paychecks is the second defendant, "Enterprise Leasing Company of Florida, LLC." However, Plaintiff Moore was fired by Defendants Enterprise Holdings and Defendant Enterprise Florida working with each other in tandem.

30. Named Plaintiff Patrina Moore was furloughed on March 27, 2020. She was then told via letter dated April 24, 2020, that she was going to be fired from her job of nearly 14 years, effective April 30, 2020.

31. The written notice she received on April 24, 2020, simply was not as much notice as practicable under the circumstances, as explained further below.

Named Plaintiff Elizabeth Daggs

32. Named Plaintiff Elizabeth Daggs worked for Enterprise Holdings in Las Vegas, Nevada for nearly 14 years, and a separate Nevada-based local Enterprise subsidiary that is not party to this lawsuit. The last position she held was executive assistant.

33. Named Plaintiff Elizabeth Daggs was furloughed on March 27, 2020. And just like the Named Plaintiffs Benson and Moore, Named Plaintiff Elizabeth Daggs was told via a letter from Enterprise Holdings dated April 23, 2020, that she was going to be fired from her job effective April 30, 2020.

34. That letter is attached as Exhibit B. It is almost identical to the letter received by Named Plaintiff Benson in Florida, a copy of which is attached as Exhibit A.

35. Clearly, the mass layoff decision made by Enterprise Holdings is demonstrative of a coordinated decision by a "single employer," a decision which flowed from Enterprise's corporate headquarters to all Enterprise subsidiaries.

36. The written notice she received on April 23, 2020, simply was not as much notice as practicable under the circumstances, as explained further below.

THE ENTERPRISE DEFENDANTS

37. Each Defendant employed 100 or more employees, as required for coverage under the WARN Act. More importantly, the three Defendants constitute a "single employer" for purposes of WARN Act Liability.

38. Two or more affiliated businesses which constitute a "single employer" may be held jointly and severally liable for violations of the WARN Act.

39. The Department of Labor ("DOL") regulations issued under the WARN Act provide that two or more affiliated businesses may be considered a single business enterprise for WARN Act purposes. 20 C.F.R. § 639.3(a)(2).

40. The regulations provide a five-factor balancing test to assess whether affiliated businesses constitute a "single employer," which would subject them to joint liability under the WARN Act.

41. The five DOL factors are as follows: (1) common ownership, (2) common directors and/or officers, (3) unity of personnel policies emanating from a common source, (4) dependency of operations, and (5) de facto exercise of control. 20 C.F.R. § 639.3(a)(2). Defendants easily satisfy this test.

Common Ownership

42. Defendant Enterprise Holdings, Inc. is the sole or majority shareholder of 34 domestic Enterprise subsidiaries, including the two defendants named here, Enterprise Leasing Company of Orlando, LLC, and Enterprise Leasing Company of Florida, LLC. Thus, all three Defendants have common ownership.[2]

43. These subsidiaries rent and sell vehicles under the "Enterprise" brand name, including Enterprise Leasing Company of Orlando, LLC, and Enterprise Leasing Company of Florida, LLC.

44. The Named Plaintiffs and putative class members are former employees who worked at various Enterprise branches and airport locations through the country, including here in Florida.

[2] https://www.enterpriseholdings.com/en/privacy-policy/subsidiaries.html

45. Enterprise Leasing Company of Orlando, LLC, operates the Orlando, Florida airport Enterprise location where Named Plaintiff Elva Benson worked.

46. Enterprise Leasing Company of Florida, LLC, operates the Tampa, Florida airport Enterprise location where Named Plaintiff Patrina Moore worked.

Common Directors and/or Officers

47. Besides common ownership, the three Enterprise entities named as defendants here, Enterprise Holdings, Enterprise Florida, and Enterprise Orlando, each have common directors and officers.

48. Specifically, in its February 7, 2020, filings with the Florida Secretary of State, Florida Division of Corporations, Defendant Enterprise Orlando listed as its managing members Rick Short, Christine Taylor, and Andrew Taylor.

49. These same three individuals are also listed as directors or corporate officers for Defendant Enterprise Florida.[3]

50. Finally, these three individuals are also high-ranking directors and/or officers for Enterprise Holdings. Specifically, Christine Taylor is Enterprise Holding's President and CEO, Rick Short is Enterprise Holding's Executive Vice President and Chief Financial Officer, while Andrew Taylor is Enterprise Holding's Executive Chairman.

451. Besides sharing three high-ranking executive, general managers and vice-presidents of the subsidiaries are also considered "Level 4 managers" and treated as officers of Enterprise Holdings.

[3] Specifically, in its March 27, 2020, filings with the Florida Secretary of State, Florida Division of Corporations, Defendant Enterprise Florida also listed as its managing members Rick Short, Christine Taylor, and Andrew Taylor

Unity of Personnel Policies Emanating From a Common Source

52. Defendants maintained a common human resources department that performed the hiring and firing functions for Defendants. The common human resources department also played a central role in the Defendants' day-to-day employment practices.

53. For example, Enterprise Holdings uses an online "hub" to disseminate employment policies and resources to its subsidiaries throughout the country, including the Enterprise employee handbook, and PTO policies.

54. Not only that, the "Human Resources" generalists for each subsidiary, including for Defendants Enterprise Florida and Enterprise Orlando, reported to the corporate human resources department at Defendant Enterprise Holdings.

55. Defendant Enterprise Holdings' corporate human resource department and management ultimately made the decision to engage in mass layoffs. They also played a role in notifying employees about the layoffs, as evidenced by Exhibits A and B.

56. The following also emanate from Enterprise Holding's corporate human resources department and were shared by each subsidiary, including by Defendants Enterprise Florida and Enterprise Orlando: a national 401(k) plan and profit-sharing plan; practices for hiring and selection of employees; general job descriptions; employee performance review forms; a suggested "management track" for employee advancement; recommended policies and programs, including policies for maternity leave, parental leave, adoption leave, short-term disability and bereavement leave; and, finally, a compensation guide for employee salaries. (*See* Exhibit C) (Sept. 1, 2018 Enterprise Holdings policies for non-unionized employees).

57. Defendants also have a common executive leadership team and risk committee from whom policies emanate to Enterprise subsidiaries throughout the country, including to Defendants Enterprise Florida and Enterprise Orlando.

58. In fact, Enterprise Holdings' CEO directly communicated employment-related messages to the Named Plaintiffs and the Putative Class Members, including in both video and e-mail form in March of 2020.

59. Most importantly, the decision by Defendants not to comply with the WARN Act's 60-day notice requirement emanated from Enterprise Holdings' corporate office, as evidenced by the letters attached as Exhibits A and B.

60. Instead, the Named Plaintiffs and putative class members got at most a few days advance notice and, at worst, like in Named Plaintiff Benson's case, zero days' advance notice.

Dependency of Operations

61. Defendant Enterprise Holdings is largely dependent on its subsidiaries, including Defendants Enterprise Florida and Enterprise Orlando, to generate revenue because it does not directly rent or sell vehicles. These activities are carried on only by its subsidiaries, like Defendants Enterprise Florida and Enterprise Orlando.

62. In return, Defendant Enterprise Holdings supplies administrative services and support to each subsidiary, including to Defendants Enterprise Florida and Enterprise Orlando. These services generally include, but are not limited to, business guidelines, employee benefit plans, rental reservation tools, a central customer contact service, insurance, and technology.

63. The three Enterprise Defendants also maintain an interconnected email system.

Additionally, all three Enterprise Defendants also depend and use the same 401(k) plan for employees, known as the "Enterprise Holdings Retirement Savings Plan."

64. Likewise, all three Enterprise Defendants depend on and use the same health plan, known as the "Enterprise Holdings Health and Welfare Plan."

65. In sum, the three Enterprise Defendants depend on each other for revenue, customers, employees, benefits, administrative, and executive-level support. They are, in fact, a single employer as defined by the WARN Act, 20 C.F.R. § 639.3(a)(2).

Exercise of Control

66. Finally, Defendant Enterprise Holdings was, in fact, the entity responsible for the employment practice giving rise to this WARN Act litigation. It did so with the assistance of its subsidiaries, including Defendants Enterprise Florida and Enterprise Orlando.

67. By way of specific example, and as set forth previously, Named Plaintiff Elva Benson received a written notice from Rebecca White in Enterprise Holding's Human Resources Department terminating her employment effective April 30, 2020. (*See* Exhibit A).

68. Similarly, Named Plaintiff Patrina Moore was told via a letter from Defendant Enterprise Holdings dated April 24, 2020, that she was going to be terminated effective April 30, 2020.

69. Likewise, Named Plaintiff Elizabeth Daggs was told via a letter from Defendant Enterprise Holdings dated April 23, 2020, that she also was going to be terminated effective April 30, 2020. (*See* Exhibit B).

PUTATIVE CLASSES DEFINED

70. The Named Plaintiffs and the other Class members were employees of Defendants who were terminated without cause on their part on or about April 24, 2020, as part of or as the reasonably expected consequence of a mass layoff, which was effectuated by Defendants on or about that date.

71. Defendants failed to give the Named Plaintiffs and the putative class members as much advance written notice as practicable under the circumstances.

72. For example, Named Plaintiff Benson received no written advance notice. Instead, the written notice she received was given on April 27, 2020, although the letter was dated April 24, 2020, both of which occurred several days after her actual termination, which occurred verbally.

73. Additionally, Defendants held a March 11 or 12 manager's meeting for Level 3 and Level 4 heads of Enterprise subsidiaries. After that meeting it became apparent to Plaintiff Daggs that layoffs were likely coming as travel trips were cancelled.

74. In violation of the WARN Act, Defendants failed to provide as much written notice as was practicable under the circumstance surrounding the COVID-19 pandemic.

75. Defendants could have but failed to evaluate the impact of COVID-19 upon its employees in the critical months and weeks leading up to the mass layoffs.

76. Moreover, the fact that Congress recently made available to Defendants and many other businesses nationwide millions of dollars in forgivable loans through the "Paycheck Protection Program," but Defendants still opted to instead in a mass layoff -- and

do so without sufficient advance written notice to its employees -- only further highlights the WARN Act violations committed by Defendants.

77. Not only that, once the Named Plaintiffs and the putative class members were furloughed by Defendants in March of 2020 they were no longer being paid their salaries.

78. Thus, while they were furloughed Defendants could have easily provided the Named Plaintiffs and the thousands of putative class with the required 60 days' advance written notice required by the WARN Act ***because they were not being paid*** while furloughed.

79. Defendants' failure to provide its employees with sufficient advance written notice had a devastating economic impact on the Named Plaintiffs and the putative class members.

80. As a consequence, the Named Plaintiffs and the putative class members are entitled under the WARN Act to recover from the Defendants their respective compensation and benefits for 60 days, no part of which has been paid.

81. Specifically, the Named Plaintiffs seek to certify the following national class:

> **WARN Act National Class:**
> All former Enterprise employees throughout United States who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about April 24, 2020, as a result of a "mass layoff" or "plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988.

82. In the alternative, and as a sub-class, Named Plaintiffs Benson and Moore seek to have certified:

> **WARN Act Florida Sub-Class:**
> All former Enterprise employees throughout Florida who were not given a minimum of 60 days' written notice of termination and whose employment was terminated on or about April 24, 2020, as a result of a "mass layoff" or

"plant closing" as defined by the Workers Adjustment and Retraining Notification Act of 1988.

THE WARN ACT CLAIM AND CLASS ALLEGATIONS

83. At all relevant times, the three Defendants each employed 100 or more employees, exclusive of part-time employees, *i.e.*, those employees who had worked fewer than 6 of the 12 months prior to the date notice was required to be given or who had worked fewer than an average of 20 hours per week during the 90 day period prior to the date notice was required to be given (the "part-time employees"), and each employed 100 or more employees who in the aggregate worked at least 4,000 hours per week exclusive of hours of overtime within the United States.

84. The terminations on or about April 24, 2020, of the Named Plaintiffs resulted in the loss of employment for at least 50 employees, excluding part-time employees, at each of facilities where the Named Plaintiffs worked.

85. Specifically, Named Plaintiff Benson worked at the Orlando International Airport where approximately 108 people were laid off.

86. Named Plaintiff Moore worked at the Tampa International Airport, where close to 400 people were laid off.

87. And Named Plaintiff Daggs worked at the Group 54 Location, 6855 Bermuda Road, Las Vegas, Nevada, where in excess of 100 people were laid off.

88. The terminations on or about April 24, 2020 of the employment of persons who worked at these facilities, or as the reasonably foreseeable consequence of those terminations, resulted in the loss of employment for at least 33% of the facilities' respective employees, excluding part-time employees.

89. The Named Plaintiffs and the putative class members were discharged without cause on their part on or about April 24, 2020, or thereafter as the reasonably expected consequence of the terminations that occurred on that date.

90. The Named Plaintiffs and the putative class members experienced an employment loss as part of, or as the reasonably expected consequence of, the mass layoffs which occurred on or about April 24, 2020.

91. Prior to their terminations, the Named Plaintiffs and the putative class members did not receive written notice at least 60 days in advance of the termination of their employment.

92. Nor did they receive as much notice as practicable under the circumstances.

93. The Named Plaintiffs and the putative class members constitute a class, or classes, within the meaning of Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure.

94. Each of the putative class members is similarly-situated to the Named Plaintiffs with respect to his or her rights under the WARN Act.

95. Common questions of law and fact are applicable to the Named Plaintiffs and the putative class members.

96. The common questions of law and fact arise from and concern the following facts, among others: that all Class members enjoyed the protection of the WARN Act; that all Class members were employees of the Defendants; that the Defendants terminated the employment of all the members of the Class without cause on their part; that the Defendants terminated the employment of the members of the Class without giving them at least 60 days' prior written notice as required by the WARN Act; that the Defendants failed to pay the Class

members wages and to provide other employee benefits for a 60-day period following their respective terminations; and on information and belief, the issues raised by any affirmative defenses that may be asserted by the Defendants.

97. The Named Plaintiffs' claims are typical of the claims of the other members of the Class in that for each of the several acts of Defendants described above, the Named Plaintiffs and the other Class members are injured parties with respect to his/her rights under the WARN Act.

98. The Named Plaintiffs will fairly and adequately protect and represent the interests of the Class.

99. The Named Plaintiffs have the time and their counsel the resources to prosecute this action.

100. The Named Plaintiffs retained the undersigned counsel who have had extensive experience litigating WARN Act claims, employee rights' claims and other claims in Federal court.

101. The Classes identified herein are so numerous as to render joinder of all members impracticable in that there are hundreds, if not thousands, of members of the national class. There are also likely hundreds of members of the Florida class.

102. The questions of law and fact common to the members of the Classes predominate over any questions affecting only individual members.

103. A class action is superior to other available methods for the fair and efficient adjudication of this controversy.

104. No Class member has an interest in individually controlling the prosecution of a separate action under the WARN Act.

105. No other litigation concerning the WARN Act rights of any Class member has been commenced.

106. Concentrating all the potential litigation concerning the WARN Act rights of the Class members in this Court will avoid a multiplicity of suits, will conserve judicial resources and the resources of the parties, and is the most efficient means of resolving the WARN Act rights of all the Class members.

107. On information and belief, the names of all the Class members are contained in Defendants' books and records.

108. On information and belief, a recent residence address of each of the Class members is contained in Defendants' books and records.

109. On information and belief, the rate of pay and the benefits that were being paid or provided by Defendants to each Class member at the time of his or her termination are contained in Defendants' books and records.

110. Defendants failed to pay the Named Plaintiffs and the other Class members for the Defendants' violation of the WARN Act in an amount equal to the sum of or any part of the sum of (a) their respective wages, salary, commissions, bonuses and accrued pay for vacation and personal days for the work days in the 60 calendar days prior to their respective terminations and fringe benefits for 60 calendar days prior to their respective terminations; and (b) their medical expenses incurred during the 60 calendar days from and after the date of

his/her termination that would have been covered under the Defendants' benefit plans had those plans remained in effect.

111. The Named Plaintiffs hereby demand a jury trial of all issues that may be so tried.

WHEREFORE, the Named Plaintiffs demand judgment as follows:

A. In favor of the Named Plaintiffs and each other Class member against the Defendants equal to the sum of: (a) wages, salary, commissions, bonuses, accrued pay for vacation and personal days, for 60 days; (b) pension, 401(k) contributions, health and medical insurance and other fringe benefits for 60 days; and (c) medical expenses incurred during the 60 day period following their respective terminations that would have been covered and paid under the Defendants' health insurance plans had coverage under that plan continued for such period, all determined in accordance with the WARN Act, 29 U.S.C. § 2104 (a)(1)(A).

B. Appointment of the Named Plaintiffs as Class Representatives;

C. Appointment of the undersigned as Class Counsel;

D. In favor of the Named Plaintiffs for the reasonable attorneys' fees and the costs and disbursements of prosecuting this action, as authorized by the WARN Act, 29 U.S.C. § 2104 (a)(6).

E. Interest allowed by law;

F. Such other and further relief as this Court deems just and proper.

Dated this 17th day of August, 2020.

Respectfully submitted,

/s/ Brandon J. Hill
BRANDON J. HILL
Florida Bar Number: 0037061
LUIS A. CABASSA
Florida Bar Number: 0053643
WENZEL FENTON CABASSA, P.A.
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Main No.: 813-224-0431
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Email: bhill@wfclaw.com
Email: gnichols@wfclaw.com

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on this 17th day of August, 2020, the foregoing was electronically filed with the Clerk of Court via the CM/ECF system.

/s/ Brandon J. Hill
BRANDON J. HILL

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Exhibit A

April 24, 2020
Via Email

Elva Benson
[redacted]
[redacted]
United States of America

Re: Notice Regarding Your Employment Status

Dear Elva,

We hope this correspondence finds you safe and in good health. We wanted to reach out to you in light of your recent layoff to provide you with additional information and a point of contact in the event you have any questions regarding your employment status.

As you are aware, in response to a series of unforeseen local governmental shutdown orders and federal and CDC guidance recommending social distancing, Enterprise Holdings ("Enterprise") experienced in a dramatic downturn in business, resulting in the layoff of many employees, including you, effective 3/21/2020.

At the time this layoff was announced, Enterprise did not believe there was a reasonable probability that your layoff would last more than six months; indeed, it was Enterprise's belief that the layoff would last approximately one month. However, in light of the recent extension of applicable governmental shutdown orders, intervening and extended federal and CDC guidance regarding social distancing, and additional data and analysis revealing the impact of the COVID-19 crisis on Enterprise's financial condition, Enterprise has realized that additional action is necessary. Accordingly, your layoff will end and your employment with Enterprise will permanently terminate effective April 30, 2020, or within 14 days commencing on that date.

This layoff is expected to be permanent. This layoff affects employees at the Orlando International Airport facility located at 1 Jeff Fuqua Blvd. in Orlando, FL. All affected employees are expected to be separated from employment on April 30, 2020, or within 14 days commencing on that date. As you know, you are not subject to a job bumping system—that is, employees will not be able to displace more junior employees out of their job positions as a result of this termination.

We were unable to provide more notice of this action because these circumstances were not reasonably foreseeable until recently when the full impact of COVID-19 became clear. We are providing as much notice as is practicable under the circumstances and given the rapid pace at which this situation has developed.

If you have any questions or want additional information concerning this matter, please contact Jennifer Bennett at 407-447-7999. We wish you all the best during this difficult time.

Sincerely,

Jennifer Bennett

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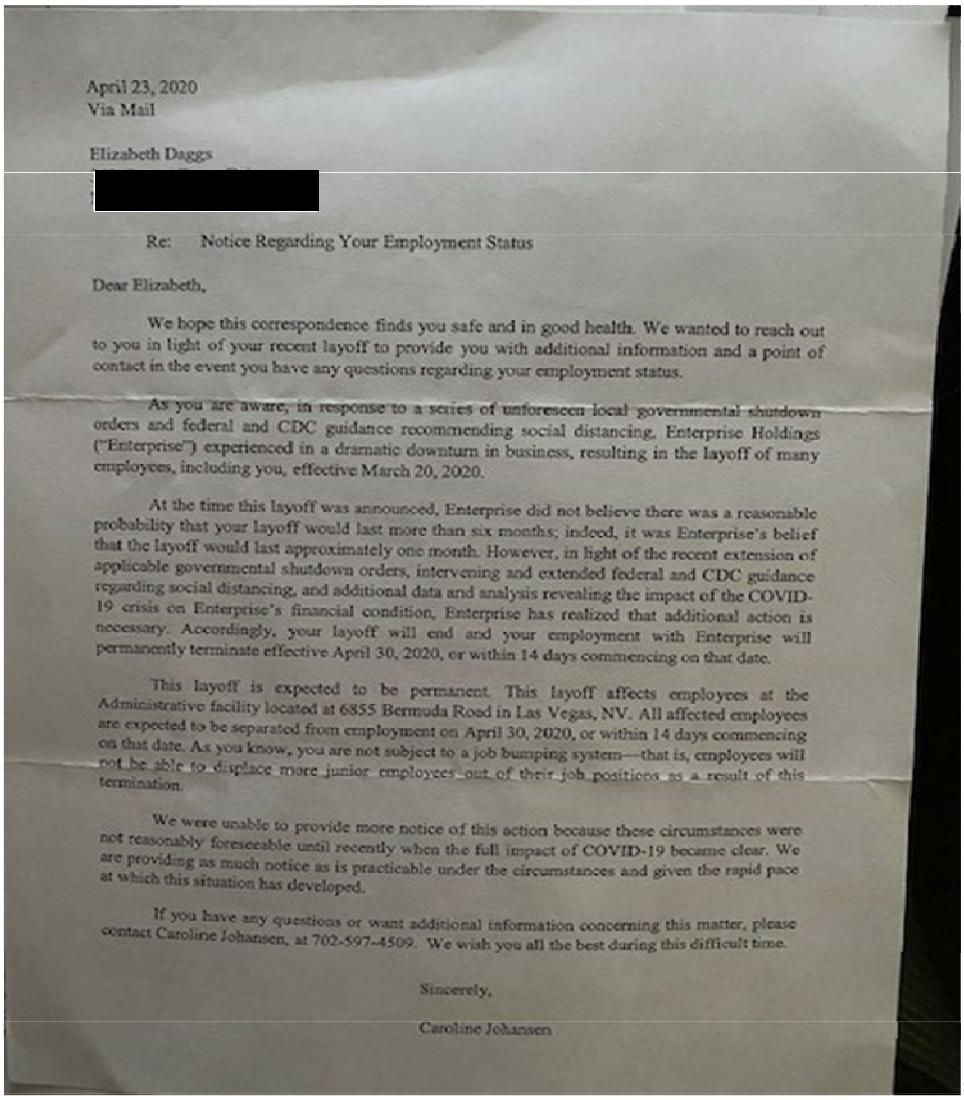
Exhibit B



April 23, 2020
Via Mail

Elizabeth Daggs
[redacted]

Re: Notice Regarding Your Employment Status

Dear Elizabeth,

We hope this correspondence finds you safe and in good health. We wanted to reach out to you in light of your recent layoff to provide you with additional information and a point of contact in the event you have any questions regarding your employment status.

As you are aware, in response to a series of unforeseen local governmental shutdown orders and federal and CDC guidance recommending social distancing, Enterprise Holdings ("Enterprise") experienced in a dramatic downturn in business, resulting in the layoff of many employees, including you, effective March 20, 2020.

At the time this layoff was announced, Enterprise did not believe there was a reasonable probability that your layoff would last more than six months; indeed, it was Enterprise's belief that the layoff would last approximately one month. However, in light of the recent extension of applicable governmental shutdown orders, intervening and extended federal and CDC guidance regarding social distancing, and additional data and analysis revealing the impact of the COVID-19 crisis on Enterprise's financial condition, Enterprise has realized that additional action is necessary. Accordingly, your layoff will end and your employment with Enterprise will permanently terminate effective April 30, 2020, or within 14 days commencing on that date.

This layoff is expected to be permanent. This layoff affects employees at the Administrative facility located at 6855 Bermuda Road in Las Vegas, NV. All affected employees are expected to be separated from employment on April 30, 2020, or within 14 days commencing on that date. As you know, you are not subject to a job bumping system—that is, employees will not be able to displace more junior employees out of their job positions as a result of this termination.

We were unable to provide more notice of this action because these circumstances were not reasonably foreseeable until recently when the full impact of COVID-19 became clear. We are providing as much notice as is practicable under the circumstances and given the rapid pace at which this situation has developed.

If you have any questions or want additional information concerning this matter, please contact Caroline Johansen, at 702-597-4509. We wish you all the best during this difficult time.

Sincerely,

Caroline Johansen

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Exhibit C

ENTERPRISEHOLDINGS

When the time comes

U.S. PAID TIME OFF FULL-TIME EMPLOYEES

EFFECTIVE: Sept. 1, 2018 for non-unionized employees* in the US only (excluding Puerto Rico)

Choice Time

New employees receive 5 choice time days upon hire and earn 1 day/month upon 2nd month of employment – for up to a maximum of 12 days in their first year.

Maternity Leave

Employees with 1 or more years of cumulative service receive up to 40 working days (8 weeks) at 100% pay, along with phase back.

Parental Leave

Employees with 1 or more years of cumulative service receive up to 10 paid working days (2 weeks) of leave, taken within 30 days of birth.

Adoption Leave

Employees with 1 or more years of cumulative service receive 30 working days (6 weeks) of paid leave.

Short-Term Disability

Employees with 2 or more years of cumulative service receive 60 working days (12 weeks) of paid leave for employee's catastrophic illness or extended disability. An employee whose spouse, domestic partner or child is suffering from a catastrophic illness may draw from their short-term disability bank for such occurrences.

Bereavement Leave

Employees are entitled to up to 10 paid working days of leave (need not be consecutive days) for death of spouse, domestic partner, child or parent.

Employees are entitled to up to 3 paid working days of leave (need not be consecutive/5 days if long distance travel is required) for death of other family members.

* Time off for employees covered by a collective bargaining agreement or subject to the bargaining process shall continue to be dictated by the terms of the collective bargaining agreement, the bargaining process and applicable laws.