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Attorneys for Plaintiff and all aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

WALTER PORTILLO, an individual, on
behalf of the State of California, as a private
attorney general,

PLAINTIFF,

v.

FOX RENT A CAR, INC.; and DOES 1 thru
50, inclusive,

DEFENDANTS.

CASE NO. 22STCV19855

[Case Assigned for All Purposes to the Hon.
Wendy Chang in Dept. 36]

**SUPPLEMENTAL DECLARATION OF
KELSEY M. SZAMET IN SUPPORT OF
PLAINTIFF'S MOTION FOR APPROVAL
OF REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 23, 2024
Time: 8:30 a.m.
Dept.: 36

Complaint Filed: June 17, 2022
Trial Date: August 9, 2024

1 **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET**

2 I, Kelsey M. Szamet, state and declare as follows:

3 1. I am an attorney admitted before all courts of the State of California and a partner
4 in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am
5 completely familiar with the present litigation, including the pleadings, discovery, and filings
6 submitted in this matter. I make this supplemental Declaration from my own personal knowledge,
7 and, if called upon, I could and would competently testify to the following.

8 2. I graduated cum laude from the University of California, San Diego in 2004 with a
9 degree in Human Development. I graduated from the University of California, Los Angeles
10 School of Law in 2008. I am admitted to practice before the following Courts: United States
11 Supreme Court; United States District Court, Northern, Eastern, Southern and Central of
12 California; all California State Courts.

13 3. I make this supplemental Declaration in support of Plaintiff's Motion for Approval
14 of the Representative Action Settlement in the above-captioned case and to address the Court's
15 concerns at the March 21, 2024 hearing on the motion regarding approval of the representative
16 action settlement.

17 **SETTLEMENT AGREEMENT**

18 4. The Court raised concerns about the timing of payments that are outlined in the
19 Agreement. The Parties have entered into an amendment to the settlement agreement to address
20 this concern. Specifically, the attorneys' fees and costs, any court approved litigation enhancement
21 award to the Plaintiff and Administrator's expenses shall now be paid fifteen (15) days after the
22 LWDA and aggrieved employees get paid.

23 5. The Court also asked a question regarding the uncashed funds. The uncashed funds
24 are discussed in Section E.54 of the Settlement Agreement at p. 9 which states:

25 No portion of the GSA shall revert to Defendant. If an individual settlement payment check
26 remains uncashed 180 days after its issuance, that check shall be voided and the Settlement
27 Administrator shall, within fourteen (14) calendar days after the Void Date, pay the amount
28 represented by the voided check to the State of California Unclaimed Property Fund in the
name of the PAGA Member who did not cash the check. In such event, the PAGA Member
shall nevertheless remain bound by the settlement.

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7. All future filings will also be uploaded to the LWDA website, including the instant filing.

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EXHIBIT "1"

AMENDMENT TO CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Amendment (“Amendment”) to the Private Attorneys General Act Settlement Agreement and Release (“Agreement”) is made and entered into between Walter Portillo (“Plaintiff”) and Defendant Fox Rent A Car, Inc. (“Defendant” or “the “Company”). Plaintiff and the Company are collectively referred to herein as the “Parties.” This Amendment is incorporated into the Agreement, and is intended to modify the Agreement to the extent stated below and not to supersede it.

The Parties agree, for valuable consideration, that:

- On or around February 8, 2024, Plaintiff and Defendant entered into a Private Attorneys General Act Settlement Agreement and Release (“Agreement”) that includes, among other provisions, Settlement Administration Procedures at Page 8, Paragraphs 45 to 47.
- The Parties hereby amend the Agreement, by adding the following provision to the Agreement as Paragraph 45a:

45a. “Initial Payment Date” means the date in which payment is issued to the LWDA and PAGA Members, in accordance with Paragraphs 48 and 49 of the Agreement.

- The Parties hereby amend Paragraph 45 of the Agreement as follows:

45. Payment of Attorney’s Fees and Attorney’s Costs. Within fifteen (15) calendar days following the Initial Payment Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney’s Fees and Attorney’s Costs to PAGA Counsel. All PAGA Counsel will provide the Settlement Administrator with their respective executed IRS Form W-9, and any transmittal instructions concerning division of Court-approved Attorney’s Fees and Attorney’s Costs amongst PAGA Counsel, before payments for Attorney’s Fees and Attorney’s Costs are issued. The Settlement Administrator shall issue IRS Form(s) 1099 to PAGA Counsel for the payments made pursuant to this Paragraph. Defendant’s payment of the Attorney’s Fees and Attorney’s Costs shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm, including but not limited to PAGA Counsel, or attorney’s fees, expenses, and/or costs in the Action incurred by any other attorney or law firm for attorney’s fees, expenses, and/or costs to which any of them may claim to be entitled on behalf of Plaintiff and/or PAGA Members. The Parties further agree that PAGA Counsel’s Attorney’s Fees and Attorney’s Costs shall be for all attorney’s fees, expenses, and/or costs, present and future, incurred in the Action by all attorneys

working on behalf of Plaintiff and/or PAGA Members.

- The Parties hereby amend Paragraph 46 of the Agreement as follows:

46. Payment of Representative Enhancement Award. Within fifteen (15) calendar days following the Initial Payment Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Representative Enhancement Award to Plaintiff.

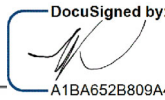
- The Parties hereby amend Paragraph 47 of the Agreement as follows:

47. Settlement Administration Costs. Within fifteen (15) calendar days following the Initial Payment Date, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

THE UNDERSIGNED FURTHER STATE THAT THEY HAVE HAD A REASONABLE TIME WITHIN WHICH TO CONSIDER THIS AMENDMENT BEFORE EXECUTING IT, THAT THEY CAREFULLY READ THE AMENDMENT, THAT THEY HAVE DISCUSSED THIS AMENDMENT WITH THEIR OWN LEGAL COUNSEL, THAT THEY KNOW AND UNDERSTAND ITS CONTENTS, INCLUDING, BUT NOT LIMITED TO, ITS BINDING EFFECT, AND THAT THEY SIGN THIS AMENDMENT AS THEIR OWN FREE ACT.

IN WITNESS WHEREOF, the Parties hereto hereby execute this Amendment as of the dates set forth below their names.

WALTER PORTILLO

Signature:  _____
Dated: Walter portillo, 2024

FOX RENT A CAR, INC.

Signature:  _____
Name: Sean O'Neill
Title: CHRO
Dated: 4/16/2024, 2024

EXHIBIT "2"

(Proof of Submission to the LWDA)

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 18, 2024, I served all interested parties in this action the following documents described as: **SUPPLEMENTAL DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR APPROVAL OF REPRESENTATIVE ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

LITTLER MENDELSON, P.C.

Timothy Wojcik

TWojcik@littler.com

Tracy R. Leidner

TLeidner@littler.com

Fermin Llaguno

FLlaguno@littler.com

Karla Garcia

KGarcia@littler.com

Jessica Zepeda

JZepeda@littler.com

18565 Jamboree Road, Suite 800

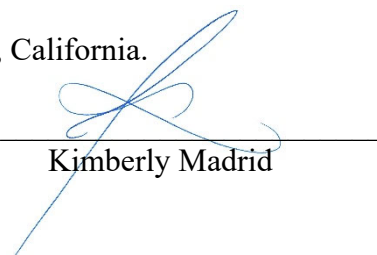
Irvine, California 92612

[XX] (BY ELECTRONIC SERVICE): I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL TRANSMISSION): I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 18, 2024, at Los Angeles, California.



Kimberly Madrid