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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

NOE PONCE CEJA, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

VENTURE DYNAMICS ENTERPRISES,
INC. and DOES 1 to 100,

Defendants.

Case No. 37-2022-00004908-CU-OE-CTL
Hon. Katherine Bacal
Dept. C-69

**SUPPLEMENTAL DECLARATION OF
JANELLE CARNEY IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND MOTION
FOR ATTORNEYS' FEES, COSTS AND
CLASS REPRESENTATIVE
ENHANCEMENT**

Date: March 15, 2024
Time: 1:30 p.m.
Dept.: C-69

Action filed: February 7, 2022

**SUPPLEMENTAL DECLARATION OF JANELLE CARNEY IN SUPPORT OF PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND
MOTION FOR ATTORNEYS' FEES, COSTS, AND CLASS REPRESENTATIVE
ENHANCEMENT**

1 **SUPPLEMENTAL DECLARATION OF JANELLE CARNEY**

2 1. I am an attorney duly licensed to practice law before all courts in the State of
3 California. I am the managing partner at Janelle Carney – Attorney at Law, APC (JCAL). I am
4 counsel of record herein and I have personal knowledge of the facts herein. If called as a
5 witness, I could and would competently testify herein. I have participated in all aspects of the
6 present litigation, including reviewing and drafting various pleadings, discovery, and preparing
7 for mediation.

8 2. JCAL and Frontier Law Center (“FLC”), represent Plaintiff Noe Ponce Ceja and
9 the class. JCAL and FLC conducted an investigation prior to the filing of the Complaint and
10 JCAL and FLC continued their investigation throughout the litigation. The initial legal work on
11 this matter commenced on or about January 2022.

12 3. On or about October 6, 2023, the Honorable Katherine Bacal entered an Order
13 Granting Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.
14 The Preliminary Order conditionally certified the Class for settlement purposes only, approved
15 the Notice of Class Action Settlement, appointed the class representative, designated class
16 counsel, appointed Rust Consulting, Inc. (“Rust”) as the Settlement Administrator, and set
17 timelines for the claims and settlement procedure.

18 4. This motion seeks final approval of the **\$1,000,000.00** settlement on a gross non-
19 reversionary basis. The lawsuit proceeded on behalf of the following classes:

20 All current and former non-exempt hourly employees employed by Defendant Venture
21 Dynamics Enterprises, Inc. and placed at NASSCO, Colannas, and/or Bay City in the State of
22 California between February 7, 2018, and May 31, 2023 (the “Class Period”).

23 There are 744 Class Members/Aggrieved Employees who have not opted out from the
24 class as of the date of this declaration.

25 5. Class Counsel is experienced and qualified to evaluate the class claims and
26 viability of the defenses, as demonstrated in my Declaration filed in support of Preliminary
27 Approval on May 31, 2023. This settlement is fair, adequate and reasonable and in the best

1 interests of the Class. Notice was sent to 744 Class Members, and there a have been no opt-outs
2 from the class. According to Rust, the average settlement share for the entire class is
3 approximately **\$ 758.28**. The largest settlement share will be approximately **\$4,489.16**. A
4 declaration by Rust Consulting, Inc. is being filed concurrently herewith. I believe that the
5 collective attorney fee of \$333,333.33 or 33.33% of the total settlement of this case for Plaintiff's
6 Counsel is fair and reasonable.

7 6. Pursuant to the Stipulation of Settlement ("Settlement Agreement"), the Parties
8 have agreed, subject to and contingent upon approval of this Court, that the case be settled and
9 compromised for the **non-reversionary** sum of \$1,000,000.00. The proposed Settlement
10 includes, subject to Court approval (a) attorneys' fees of \$333,333.33 (33.33% of the common
11 fund), (b) litigation costs of up to \$25,000.00 (c) Class Representative enhancement payment of
12 \$7,500.00 for Noe Ponce Ceja, and (d) claims administration expenses of up to \$18,000.00. The
13 total cost for Rust Consulting, Inc. ("Rust"), for the administration of this Settlement, including
14 fees incurred for completion of the administration are \$18,000.00. A true and correct copy of the
Order is attached hereto as **Exhibit 1**.

15 7. Payment in the sum of \$30,000.00, will be made to the California Labor and
16 Workforce Development Agency ("LWDA") out of the \$40,000.00 allocated as the PAGA
17 portion of the Settlement, pursuant to the Settlement Agreement. The LWDA was served with
18 Plaintiff's Preliminary Approval papers on May 30, 2023, and this Court's Preliminary Approval
19 Order on or about February 15, 2024. True and correct copies of the confirmation of submission
20 to LWDA are collectively attached hereto as **Exhibit 2**.

21 8. The settlement reached is fair and reasonable. The work of Plaintiff and Class
22 Counsel has achieved a Settlement Agreement that delivers a Total Settlement Amount of
23 \$1,000,000.00 to a class of 744 current and former non-exempt hourly individuals employed by
24 by Defendant Venture Dynamics Enterprises, Inc. and placed at NASSCO, Colannas, and/or Bay
25 City in the State of California between February 7, 2018, and May 31, 2023. The entirety of the
26 Gross Settlement Fund, \$1,000,000.00 will be paid out. There is **no reversion** to Defendant. As

1 of the date of filing this declaration, there have been **no objectors** and **no opt-out** requests
2 received. I believe that attorney fees of 33.33% of the total settlement of this case, for Plaintiff's
3 Counsel is fair and reasonable. I also believe that the enhancement request of \$7,500.00 for Noe
4 Ponce Ceja, the class representative Plaintiff, is fair and reasonable in light of his work and
5 dedication to this case, as detailed in his declaration filed in support of preliminary approval on
6 May 31, 2023.

7 9. I am very familiar with the contingent fee market throughout California,
8 particularly as it pertains to complex employment, wage and hour, and class action litigation. On
9 behalf of LOJA and now my firm, I have negotiated numerous contingency fee agreements with
10 Plaintiffs both as an individual and as a representative in class action suits. Many of those
11 agreements provide that counsel will receive a fee that is between 33-45% of any recovery that is
12 obtained, and, in addition, that counsel be reimbursed for the costs they incurred out of a
13 recovery amount. The individual Plaintiff in this action signed a contingency fee agreement with
14 Plaintiff's counsel's firms, which stated that counsel would be able to earn a fee of up to 35% of
15 any recovery. In addition, the Court preliminarily approved our reasonable hourly rate of
16 \$850/hr. for Janelle Carney of JCAL, \$650.00 for Manny Starr and \$800.00 for Adam Rose of
17 Frontier Law Center. These are typical and standard rates in employment related contingency
18 agreements in the Los Angeles, Riverside, San Bernardino, Orange County, San Diego, and
19 throughout California. In my opinion, the Plaintiff in this complex wage and hour case could not
20 have retained competent counsel in California, particularly with the considerable skill and
21 expertise of these firms for any amount significantly less than the contingency fee percentage
22 provided in these retainer agreements. As the Court is well aware, Plaintiff's Counsel have
23 never been paid any money for attorneys' fee on this case and has advanced all costs before there
24 is any payout. The work on this matter began over 1.5 years ago.

25 10. I am a very experienced lawyer (over 24 years of experience) and specialized in
26 class action in the area of wage and hour issues for nearly 23 years. LOJA represented primarily
27 employees in employment litigation for ten (10) years before specializing almost exclusively in

1 wage and hour class action for the past 23 years. I graduated from Whittier College School of
2 Law School and earned my Jurisprudence Doctorate in May 1998. I am admitted to practice law
3 in the State of California and the federal courts in California. I have remained in good standing
4 as a member of the California Bar since admission through the present time. I have litigated over
5 300 successful wage and hour class actions and PAGA representative actions in California. Since
6 my admission to the bar, I solely worked at LOJA until January 2021, when I started my own
7 firm, JCAL. On July 1, 2007, I became a partner at LOJA. LOJA has focused on wage and
8 hour class actions since that time. JCAL also focuses on wage and hour class actions.

9 11. During my tenure there, LOJA in conjunction with the Law Offices of Kevin T.
10 Barnes completed a court trial in the case of Mutuc v. Huntington Memorial Hospital, Case No.
11 BC288727. LOJA was successful in obtaining favorable published opinions for employees in
12 the state of California on six (6) major issues in each of the following cases:

- 13 a. Huntington Memorial Hospital v. Superior Court (“Mutuc”) (2005) 131 Cal.App.
14 4th 893, 906;
- 15 b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- 16 c. Jaimez v. Daiohs USA, Inc., (2010) 181 Cal.App.4th 1286;
- 17 d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th 1193;
- 18 e. Cochran v. Schwan’s, (2014) 228 Cal.App.4th 1137;
- 19 f. Falk v. Children's Hospital Los Angeles, (2015) 237 Cal. App. 4th 1454;
- 20 g. Lafitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;
- 21 h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

22 These cases were landmark decisions in the manner in which the regular rate must be
23 calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and
24 overtime rate (Huntington Hospital); the criteria required to certify pay stub claim, waiting time
25 penalty claim, and meal and rest break claim among other matters (Jaimez); protecting the
26 interests of putative class members in a wage and hour case who want their identity protected
(Tien); the standard to prove that an employer has waived its right to arbitrate an employment

claim against an employee who filed a class action (Hoover); the standard of when an employer is required to reimburse employees for cell phone usage and other business expenses in order to perform the employees' duties, even if there was no direct costs to the employees (Cochran); the application of the tolling doctrine as applied to subsequent class actions being filed when the previous class action was disposed of without a ruling on certification (Falk); the Laffitte decision laid out the requirements for approval of a class action settlement including an in depth analysis on the attorneys' fees request on a common fund. In Laffitte, the California Supreme Court affirmed the trial court and appellate court ruling and holds that the attorney fee award made on a common fund basis (percentage of the settlement) is the law in California; and that employees whose employment is governed by a collective bargaining agreement have not waived their right to bring statutory claims in court unless there is a clear and unmistakable waiver of their rights (Vasserman). The additional class action experience was included in my Declaration filed on or about October 12, 2022.

COMMUNICATION WITH RUST CONSULTING, INC.

12. I have personally corresponded and will continue to correspond Rust Consulting, Inc. through the final distribution time. It is my customary practice to correspond with the Settlement Administrator to 1) obtain the most current claims administrator status on mailing, 2) confirm receipt of the Notice, and 3) confirm class member eligibility and settlement share. Class Counsel, through their own efforts, the efforts of their immediate staff, and the Settlement Administrator have made and will continue to make every effort to ensure that each and every class member has received Notice via the most direct and cost-effective manner possible.

13. The work of Plaintiff and Class Counsel has achieved a Settlement Agreement that delivers a Total Settlement Amount of \$1,000,000.00 to a class of up to 744 individuals. **100% of the Gross Settlement Fund will be paid. As of the date of this declaration, there have been zero (0) objections to the settlement and no opt-out requests.** The average settlement share for the entire class is approximately **\$758.28**. The largest settlement share will be approximately **\$4,489.16**. (Decl. Schwartz ¶19)

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15. Attorneys' fees and costs are being requested as preliminarily approved by the Court and costs for claims administration. To date, Plaintiff has incurred costs from two (2) law firms in the amount of \$20,108.03, not including the cost to file this motion or the final approval motion. The parties agreed to a cap on litigation costs of \$25,000.00. As such, Plaintiff's counsel agrees to seek only \$20,858.03 in litigation costs, which includes the anticipated \$750.00 to cover the filings of future documents related to this action. A true and correct copy of JCAL's cost bill dated 2/19/24, is attached hereto as **Exhibit 3**. The cost bill of the Frontier Law Center is attached to the Declaration of Adam Rose, filed concurrently herewith. I have reviewed JCAL's costs as itemized in **Exhibit 3** regarding this matter. I believe that each cost incurred is reasonable and was necessary in the prosecution of this action. The attorneys' costs were a result of investigation, research, litigation, discovery, an expert, consultants, mediation, and other related matters to the prosecution of this case, as evidenced by the costs bill attached as **Exhibit 3**. A majority of the costs are actual checks written or "hard" costs. The "hard" costs represent checks written by declarant's office to prosecute this matter. That is, before any reimbursement from any person, JCAL had incurred \$ 9,373.49 in costs. The bills have a summary of costs as its last page. All "hard" costs on the attached bill represents costs that JCAL incurred and paid. JCAL does not include any interest, markup or any premium amount on the costs actually incurred and paid.

Further it is anticipated that through the remainder of this case, declarant will incur an additional \$750.00 through the final distribution and includes costs for, filing fees, photocopies, Courtcall court appearance costs, and other necessary expenses. The estimate is based on the length that the case will remain open and ensuring filings and correspondence with class members and the Court as necessary.

The costs incurred and requested for each firm representing the Plaintiff are as follows:

	FIRM	COSTS
1.	Janelle Carney – Attorney at Law, APC	\$9,373.49 (plus \$750.00) =10,123.49
2.	Frontier Law Center	\$10,734.54
	Total	\$20,858.03

The Plaintiff and Defendants have agreed to reimburse Class Counsel the amount of not more than \$25,000.00 in costs to Plaintiff. Furthermore, the class has incurred administration costs from Rust. The costs for Rust to administer the settlement are \$18,000.00. The Settlement Agreement provides up to \$18,000.00 for class administration fees.

INVESTIGATION & EXPERT RETENTION

16. Preparation of this case necessitated the gathering of information from the class representative, Noe Ponce Ceja, in addition to extensive research before and during the litigation, participated in propounding and responding to written discovery. Further, Plaintiff hired an expert to evaluate the time and payroll records that were produced in discovery and for mediation purposes.

On January 31, 2023, Plaintiff and Defendants (the “Parties”) participated in an all-day mediation presided over by Steve Rottman, which led to the Class Action and PAGA Settlement Agreement. The Parties agreed to a settlement in principle at the mediation and executed a Memorandum of Understanding. This settlement was reached through arm’s length negotiations after extensive informal and formal discovery. The Parties began negotiating the specific terms of the long form settlement after the mediation and were able to agree on all terms in the Stipulation of Settlement (a true and correct copy of which is attached to the Declaration of Janelle Carney filed in support of Preliminary Approval on or about May 31, 2023, as **Exhibit 1**).

INCENTIVE AMOUNT FOR PLAINTIFFS

17. In the present case, no other individuals were willing to be named as a class representative in the matter. It is my experience that it is difficult for persons to actually sue

1 their current or former employer as they fear retaliation and/or economic repercussions. I
2 believe that the Class Representative Enhancement Award of \$7,500.00 to Noe Ponce Ceja is fair
3 and reasonable. Mr. Ponce Ceja submitted a declaration in support of his incentive request with
4 the motion for preliminary approval on May 31, 2023. I, along with JCAL staff, and FLC and
5 their staff, spent numerous hours in consultation with the Plaintiff from the initial investigation
6 through discovery and the pleading stages. In the Preliminary Approval Declaration, Plaintiff
7 testified as to his detailed efforts. Plaintiff testified about the numerous hours involved in
8 litigating the matter. Further, Plaintiff was instrumental in providing facts, information, and
9 details to allow the drafting of the Complaint. Plaintiff also reviewed hundreds of pages of
10 documents which were provided to him, and Defendants in response to written informal
11 discovery responses. Plaintiff was instrumental in getting the case to a settlement stage and
12 assisted in the preparation for the mediation session. I believe he took his role as champion of
the class very seriously.

13 Furthermore, there are employment screening companies that will investigate all
14 employment applicants to see if they were ever part of a lawsuit, including acting as a class
15 representative against a current or former employer.

- 16 • “In today’s litigious culture, employers simply cannot afford to hire employees who
17 will put their company at risk.” *Back Track Screening*,
18 <http://www.btscreening.com/wp-content/uploads/2012/09/Screening-101.pdf>;
- 19 • “In today’s litigious culture, you simply cannot afford to hire employees who will put
20 your company at risk.” *Credit Technologies, Inc.*
21 http://www.credittechnologies.com/Employment_Screening.asp.

22 The fact that Plaintiff had agreed to be a class representative against his former employer
23 will follow him the rest of his employment career. As an experienced class action wage and hour
24 employment lawyer, it has been my experience that a majority of people are apprehensive about
25 suing their employer as a class representative. In fact, in this case, it was only the named
26 Plaintiff who agreed to take on this role.

1 All in all, Plaintiff has been diligent and acted above and beyond that of which is
2 expected from Class Representatives through all stages of litigation. There are few individuals
3 that are willing to act as a Class Representative and provide hard work, diligence, and the
4 willingness to assume a large financial risk should Defendants prevail in a class action case. No
5 Class Member has expressed any objection to the requested Class Representatives Enhancement
6 or any term of the settlement. Additionally, I believe Plaintiff, in his general release, gave up
7 valid and legitimate claims. Further, the class members are receiving favorable settlement
8 amounts as a result of Plaintiff's tireless effort over the past two (2) years.

9 18. Class Counsel has settled hundreds of other class action matters wherein
10 monetary enhancements have been granted (a partial listing of various class action cases is set
11 forth at paragraph 5 above). Class Counsel have received approval of settlements in over 300
12 wage hour class action and PAGA representative matters.

13 19. Plaintiff is entitled to the requested enhancement for his extensive work
14 performed and the risks he assumed. Plaintiff was not willing to settle the class action until he
15 felt it was in the best interests of the Class. The Plaintiff has always put the interests of the Class
16 before his own interests. Declarant fully believes that Plaintiff performed extraordinary duties
17 for the class.

18 **REQUESTED ATTORNEYS' FEE IS FAIR & REASONABLE**

19 20. Class Counsels application for an award of attorneys' fees and costs in an amount
20 of 33.33% of the settlement value created on behalf of the Class is reasonable and fair. The
21 33.33% of the gross settlement of \$1,000,000.00 results in a total fee request of \$333,333.33.
22 The requested fee falls on the lower end of the Ninth Circuit's historical benchmark for
23 attorneys' fees of 20% to 50% of a common fund and is fair compensation for undertaking
24 complex, risky, expensive, and time-consuming litigation on a contingent basis. Further, the
25 Class Representative signed a contingent fee agreement allowing for a fee up to 35% of the total
26 fund and reimbursement of actual litigation costs. This is evidence that a 33.33% attorney fee
percentage is reasonable.

1 21. Plaintiff has been represented by two (2) law firms in this matter who have borne
2 the entire risk and costs of litigation on a pure contingency basis. Both firms brought special and
3 unique talents to the prosecution of this matter to a successful termination.

4 22. Class Counsel earned the requested fee, as the case was vigorously litigated since
5 its filing on February 7, 2022 (over two (2) years ago). There was an extensive amount of work
6 performed by Plaintiff's counsel and their expert. At this time there are approximately 487.99
7 hours expended by the lawyers and paralegals on this case thus far for a lodestar of **\$305,682.50**.
8 It is anticipated that another 15-20 hours will be expended through the remainder of the notice
9 period and thereafter to ensure Plaintiff and the class receive their settlement checks after final
10 approval. Case law is clear that attorney declarations as to time and effort expended are
11 satisfactory.

12 23. Plaintiff requests the Court find that counsels' request of \$850 an hour for Janelle
13 Carney of Janelle Carney – Attorney at Law, APC; \$800.00 for Adam Rose, and \$650.00.00 for
14 Manny Starr, and \$550.00 for Theodore Tang, of Frontier Law Center, are fair and reasonable.
15 Plaintiff's counsel is only paid if they win, which in this case will result in payment over two (2)
16 years after the case was originally filed.

17 Class Counsel consists of two (2) highly skilled law firms, who command a high rate.
18 They have had success in various wage and hour class actions, are held in high regard by the
19 legal community, and their practice is an unusual niche area. This case was not a "fender-
20 bender" that any lawyer could litigate but a highly specialized area of employment law that
21 requires skilled and experienced attorneys. To obtain such an attorney on the free market, a client
22 must pay appropriate compensation. The courts are quite liberal in the evidence required to prove
23 an attorney's hours. Detailed time records are not required. An attorney's testimony alone may
24 suffice: "Testimony of an attorney as to the number of hours worked on a particular case is
25 sufficient evidence to support an award of attorney fees, even in the absence of detailed time
26 records." (Martino v. Denevi 182 Cal. App. 3d 553, 559 (1986).)

26 /////

1 24. One difficulty in determining the hourly rate of attorneys of similar skill and
2 experience in the relevant community is the scarcity of hourly fee-paying clients in class action
3 litigation. As a practical matter, few if any consumers pay attorneys' fees on an hourly basis for
4 such extensive litigation, and thus retainer agreements in such cases are based on a contingency
5 fee relationship. Therefore, there is no customary billing rate, but the nature of class action work
6 should be strongly considered by the Court.

7 25. Courts have upheld rates as high as \$450 per hour (in 1993) in employment
8 matters. (Bihun v. AT&T Information Systems, Inc. 13 Cal. App. 4th 976 (1993), overruled on
9 other grounds in Lakin v. Watkins Assoc. Indus. 6 Cal. 4th 644, 664 (1993). The \$450 approved
10 in the Bihun decision published in 1993 is equivalent to \$973.27 in 2024 dollars according to the
11 “inflation calculator” provided by the US Government, Bureau of Labor Statistics located at
12 <http://data.bls.gov/cgi-bin/cpicalc.pl>. A true and correct copy of a print-out of the “inflation
13 calculator” is attached hereto as **Exhibit 4**. Declarant used this same website and calculator to
14 obtain a value of the class representative awards referenced in the MP&A filed concurrently
15 herewith. The \$38,900 award in 1991 translates to \$89,133.89 in 2024 dollars.

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26. On a pure lodestar, matter the Plaintiff's lawyers and paralegals have incurred approximately 487.99 hours for total billing of **\$305,682.50** the date of this declaration. The blended average hourly rate for counsel is reasonable at **\$626.41**. Based on the result from a monetary and non-monetary basis, the attorneys' fees award should be granted. In the past, Class Counsel have been approved at these billing rates with a multiplier of 2.75 to 4. At this time, there is a modest multiplier request of approximately .9 since the requested fee application is for \$333,333.33. The multiplier is calculated by taking actual value of the attorneys' fee requested of \$333,333.33 dividing said value by the lodestar amount of fees which is \$305,682.50. I personally have reviewed each time entry from JCAL for accuracy and believe to the best of my ability that each entry accurately reflects the description of work performed, the date the work was done and the attorney billing for said work. A true and correct copy of JCAL's detailed time entries is attached hereto as **Exhibit 5**.

27. The lawyers and Plaintiff agreed to work cooperatively and to share fees in an equitable fashion based on the work performed and value brought in the various cases. The fee split which was agreed to in writing signed by Plaintiffs and her attorneys of records is as follows:

Janelle Carney – Attorney at Law, APC	(50%)	\$166,666.65
Frontier Law Center	(50%)	\$166,666.66
Total Fee Request		\$333,333.33

28. All of counsel's skill and experience justify the requested rate. JCAL practices litigation with a focus on representing employees in employment matters on class action cases. The prospect of losing and incurring substantial costs has previously become reality, in both trial courts and the Court of Appeal in other wage and hour class litigation. When you lose a case at certification or at trial, there is no recovery. Unfortunately, JCAL has had losses in cases that have resulted in a loss of time, finances, and energy. Class Counsel risked not only a great deal of time, but also a great deal of expense to ensure the successful litigation of this action on behalf of all class members.

29. This settlement is the product of tremendous effort, and a great deal of expense by the parties and their counsel. As set forth in the record before this Court, a lot of work and effort was required in order to get this excellent result. Further, Defendants will continue to operate and provide employment for current class members and future employees.

30. The attorneys' fee request is much less than the 33.3333% sought when taking into consideration current and future benefit to employees who are now being paid properly as a result of this litigation.

ENHANCEMENT AMOUNT JUSTIFICATION CASE AUTHORITY

31. In Ingram v. The Coca Cola Co. (N.D. Ga. 2001) 200 F.R.D. 685, 694 (quoting In Re Southern Ohio Correctional Facility (S.D. OH 1997) 175 F.R.D. 270, 272), the court approved enhanced awards of \$300,000 to each named Plaintiff in recognition of the services they provided to the class by responding to discovery, participating in the mediation process, and taking the risk of stepping forward on behalf of the class. In a wage and hour class action case in Alameda County, entitled Beauchamp and Bethancourt v. Kaiser consolidated with Horne v. Kaiser, Case No. RG07307245, where one of the named Plaintiffs lost his job, and the other named Plaintiff ran the risk of future adverse employment consequences, the court awarded \$35,000 to the Plaintiff who did **not** lose his job, and \$75,000 to the employee who did.

32. Clearly, if courts are awarding corporate representative individual awards, then there is a greater incentive to award individual plaintiffs who forego individual recovery to benefit others similarly situated an award for coming forward to seek redress for all those similarly affected. Plaintiff herein is seeking only \$7,500.00, which includes a general release and settlement.

33. The Class Representative risked a potential judgment against himself if this matter was unsuccessful. Under California Code of Civil Procedure §1032, a losing party is liable for the prevailing party's costs. Therefore, the Class Representative could have been liable for hundreds of thousands of dollars.

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1 34. The Plaintiff herein is seeking only a \$7,500.00 enhancement award, which the
2 court should consider the general release Plaintiff has signed. Plaintiff has provided in his
3 declaration in support of preliminary approval regarding their participation in this litigation
4 which fulfills these requirements. (*See Decl. Noe Ponce Ceja in Support of Motion for*
5 *Preliminary Approval filed on or about May 31, 2023*).

6 35. Likewise, Los Angeles County Superior Court judges have approved \$10,000 (or
7 more) incentive awards (or more) for wage and hour litigation. Noblitt v. Qwest
8 Communications Corporation dba Qwest Communications International, Inc., Case No.
9 BC358302 (Los Angeles County Superior Court Jan. 8, 2010; Judge Johnson) (awarding \$25,000
10 incentive awards); Zamora v. Balboa Life & Casualty LLC, No. BC360026 (Los Angeles County
11 Superior Court Mar. 7, 2013; Judge Buckley) (awarding \$25,000 incentive awards); Kabamba v.
12 Victoria's Secret Stores LLC, No. BC368528 (Los Angeles County Superior Court Aug. 19,
13 2011; Judge Highberger) (awarding \$25,000 and \$15,000 incentive awards); Pangan v. East L.A.
14 Doctors Hospital, LP, No. BC431371 (Los Angeles County Superior Court May 1, 2012; Judge
15 Wiley Jr.) (awarding \$20,000 incentive award); Knight v. CBS Personnel Holdings, Inc., No.
16 BC424383 (Los Angeles County Superior Court Sept. 12, 2011; Judge Johnson) (awarding
17 \$20,000 incentive award); Magee v. American Residential Services, LLC, No. BC423798 (Los
18 Angeles County Superior Court Apr. 21, 2011; Judge Mooney) (awarding \$15,000 incentive
19 award); Mares v. BFS Retail & Commercial Operations, LLC, No. BC375967 (Los Angeles
20 County Superior Court June 24, 2010; Judge Bryant-Deason) (awarding \$15,000 incentive
21 awards).

22 36. Because a named Plaintiff is an essential ingredient of any class action, an
23 incentive award is appropriate if it is necessary to induce an individual to participate in the suit.
24 In deciding whether such an award is warranted, relevant factors include the actions the Plaintiff
25 has taken to protect the interests of the class, the degree to which the class has benefitted from
26 those actions and the amount of time and effort the Plaintiff expended in pursuing the litigation.
27 Here, these factors are readily satisfied. There were no other class members who came forward

1 to vindicate the rights of others. If Plaintiff had not filed his present action, then no other class
2 member would have received any funds. Furthermore, in Lo Re v. Chase Manhattan Corp., 1979
3 U.S. Dist. LEXIS 12210, 19 FEP Cas. (BNA) 1366 (SDNY 1979), the court approved payment
4 of \$229,000 out of a \$1,579,000 settlement fund (**14.5%** of the total settlement) to the named
5 plaintiffs for their individual claims. The requested incentive amount of \$7,500.00 is less than
6 1% of the total settlement of \$1,000,000.00. One of the factors considered by the Lo Re court in
7 determining that such payments were fair was the fact that none of the absent class members
8 objected to the enhancements. The court held that this fact showed that the class members were
9 not offended by these enhancements. In the present case, there have likewise been no objections
10 to the enhancement request to date, by any of the 744 class members, and one can, therefore,
11 infer that none of the Class Members have any disagreement with such individual enhancements.
12 Furthermore, the requested incentive amount is less than 1% of the total gross settlement.

13 A potential employer is not likely to look favorably upon an applicant for a job who was
14 a lead Plaintiff in a class action lawsuit against her employer for overtime wages and other Labor
15 Code violations. The Class Representative's willingness to undertake this risk should be
16 compensated. Few individuals are willing to take this risk, and Ms. Moran was a champion on
17 behalf of others' cause with potential monetary risks which were very significant.

18 37. Based on the data received and assuming the opt out rate remains low, and all
19 terms of the settlement are approved as is, the total number of class members is 744. Here, this
20 litigation has resulted in a monetary benefit to the 744 Class Members because of the named
21 Plaintiff; the enhancements should be awarded for this commitment and dedication to the
22 litigations. The Plaintiff is entitled to the requested enhancement for the extensive work
23 performed over approximately two (2) years, and the risks he undertook and was unwilling to
24 settle the class action until he felt it was in the best interest of the Class. The Plaintiff has always
25 put the interest of the Class before his own interests.

26 38. In prosecuting this action, Plaintiff and class counsel vindicated an important
27 public policy. The wage provisions of the Labor Code, as well as the other Labor Code sections

1 alleged to have been violated, constitute an important public policy in this State. Moreover, the
2 State relies on the private enforcement of these rights in order to vindicate this public policy.

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

5 Executed this 22 day of February 2024, at Chino Hills, California.

6 

7 _____
Janelle Carney

Exhibit 1

1 Janelle Carney (201570)
janelle@janellecarneylaw.com
2 **JANELLE CARNEY- ATTORNEY AT LAW, APC**
14758 Pipeline Ave., Suite E
3 Chino Hills, CA 91709-6025
Tel.: (909) 393-0223 / Fax: (909) 393-0471

4 Manny Star (319778)
manny@frontierlawcenter.com
5 Adam Rose (210880)
adam@frontierlawcenter.com
6 **FRONTIER LAW CENTER**
23901 Calabasas Rd., #2074
7 Calabasas, CA 91302
Tel.: (818) 914-3433 / Fax (818) 914-3433

8 Attorneys for Plaintiff, Noe Ponce Ceja
9
10
11
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF SAN DIEGO**

15 NOE PONCE CEJA, individually and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 VENTURE DYNAMICS ENTERPRISES,
INC. and DOES 1 to 100,

20 Defendants.
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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

10/02/2023 at 01:48:00 PM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

FILED
Clerk of the Superior Court

OCT 06 2023

By: C. Beutler, Deputy

Case No. 37-2022-00004908-CU-OE-CTL
Hon. Katherine Bacal
Dept. C-69

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: October 6, 2023
Time: 1:30 p.m.
Dept.: C-69
Reservation No.: 2979210

Action filed: February 7, 2022

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

1 WHEREAS, this Action is pending before this Court as a putative class action lawsuit
2 brought by Noe Ponce Ceja the Named Plaintiff ("Plaintiff" or "Named Plaintiff") against
3 Defendant Venture Dynamics Enterprises, Inc. ("Defendant"); and

4 WHEREAS, Class Counsel applied to this Court for an order preliminarily approving the
5 settlement of the Action in accordance with the Stipulation of Settlement (the "Settlement
6 Agreement"), which, together with the exhibits annexed thereto, sets forth the terms and conditions
7 for a proposed Settlement and final resolution of the Action upon the terms and conditions set forth
8 therein; and the Court having read and considered the Settlement Agreement and the exhibits
9 annexed thereto;

10 NOW, THEREFORE, IT IS HEREBY ORDERED:

11 1. This Order incorporates by reference the definitions in the Settlement Agreement,
12 and all terms defined therein shall have the same meaning in this Order as set forth in the
13 Settlement Agreement. Per the Parties' Settlement Agreement, the Court hereby conditionally
14 certifies the following Settlement Class: All current and former non-exempt hourly employees
15 employed by Defendant Venture Dynamics Enterprises, Inc. and placed at NASSCO, Colannas,
16 and/or Bay City in the State of California between February 7, 2018 and May 31, 2023 (the "Class
17 Period").

18 2. Plaintiff and every member of the Settlement Class (except those who opt out
19 pursuant to the procedures detailed below) will release and discharge Defendant and its parents,
20 predecessors, successors, all affiliates, subsidiaries, officers, directors, agents, employees, and
21 stockholders (collectively, the "Released Parties"¹), as follows:

22 A. Settlement Class members who do not timely opt-out will release and discharge the
23 Released Parties from any and all wage and hour claims that were pleaded or could have
24 been pleaded under the Labor Code, or federal, state or local wage and hour laws, including
25 the FLSA, based on the facts alleged in the Second Amended Complaint, including claims
26 for failure to timely pay wages, failure to pay all overtime wages, minimum wage

27 ¹ The Parties agree that the Released Parties do not include NASSCO, Colannas, or Bay City.
28

1 violations, meal period violations, rest period violations, wage statement violations, failure
2 to indemnify all necessary business expenditures, waiting time penalties, statutory
3 penalties, civil penalties under the PAGA, interest, and liquidated damages, and violation
4 of Business & Professions Code section 17200 ("Released Claims"). This release shall run
5 from December 7, 2018 until May 31, 2023.

6 B. It is understood and acknowledged that Settlement Class members who were
7 employed by Defendant at any point between January 17, 2021 and May 31, 2023 (the
8 "PAGA Aggrieved Employees") will be issued a check for their share of the PAGA
9 Amount, as defined below, regardless of whether they submit a timely Request for
10 Exclusion from the Settlement. PAGA Aggrieved Employees shall be deemed to have
11 released all claims for civil penalties under the PAGA with respect to the underlying wage
12 and hour claims pleaded or which could have been pleaded in the Second Amended
13 Complaint. This release shall run from January 17, 2021 until May 31, 2023.

14 C. By signing and cashing their settlement checks, Settlement Class members shall
15 also consent to opt-in to the FLSA collective action, and shall release and waive all claims
16 under the FLSA. The back of each settlement check shall include the following language
17 acknowledging the opt-in and release of FLSA claims: "I understand that by signing and
18 cashing this settlement check, I consent to opt-in to the Fair Labor Standards Act ("FLSA")
19 collective action in the matter titled, NOE PONCE CEJA v. VENTURE DYNAMICS
20 ENTERPRISES, INC., Superior Court of California, County of San Diego, Case No. 37-
21 2022-00004908-CU-OE-CTL, and will release and waive all claims under the FLSA as set
22 forth in the Stipulation of Settlement and Notice of Class Action Settlement."

23 The effective date of the Released Claims shall be the date on which Defendant fully funds
24 the Maximum Settlement Amount.

25 D. In light of Plaintiff's Class Representative Enhancement Payment, Plaintiff has
26 agreed to release, as an individual and in addition to the Released Claims described above,
27 all claims, whether known or unknown, under federal law or state law against the Released
28 Parties. The Parties understand and agree that Plaintiff is not, by way of this release,
releasing any workers' compensation claims nor any other claims which cannot be released

1 as a matter of law, but includes supplemental benefits under California Labor Code sections
2 132(a) and 4553. Notwithstanding the foregoing, Plaintiff understands that this release
3 includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits
4 afforded by Section 1542 of the California Civil Code, which provides:

5 **A general release does not extend to claims that the creditor or releasing party**
6 **does not know or suspect to exist in his or her favor at the time of executing**
7 **the release and that, if known by him or her, would have materially affected**
8 **his or her settlement with the debtor or released party.**

9 E. The Settlement will become final and effective only upon the occurrence of all of
10 the following events: (a) the Court enters an order granting preliminary approval of the
11 Settlement; (b) the Court enters an order granting final approval of the Settlement; (c) any
12 challenge to the Settlement, whether by objection or appeal, is resolved in favor of
13 enforcement of the Settlement, (d) the time for appealing the order of final approval has
14 expired without the filing of an appeal or all appeals have been exhausted and resolved in
15 favor of affirming final approval, and (e) if no objection or motion for intervention is filed
16 prior to Final Approval, then the date the court enters judgment. Should this Settlement
17 Agreement not be finally approved (or if approval is reversed or materially modified on
18 appellate review), this Settlement shall be null and void.

19 3. Named Plaintiff is hereby appointed and designated, for all purposes, as the
20 representative of the Class and Representative Action, and the following attorneys are hereby
21 appointed and designated as counsel for the Named Plaintiff, the Class Representatives and the
22 Class: Janelle Carney of Janelle Carney – Attorney at Law, APC and Emmanuel (“Manny”) Starr,
23 Adam Rose of Frontier Law Center (“Class Counsel”). Class Counsel are authorized to act on
24 behalf of Participating Settlement Class Members with respect to all acts or consents required by,
25 or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to
26 consummate the Settlement. Any Objecting Class Member may enter an appearance through
27 counsel of such Class Member’s own choosing and at such Class Member’s own expense.

28 4. The Court finds on a preliminary basis that the Settlement appears to be fair,
reasonable and adequate, and one that would merit, ultimately, final approval by this Court. The

1 Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The
2 Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable as to all
3 Class Members when balanced against the potential outcomes of further litigation relating to
4 liability and damages issues. The Court further finds that the Settlement has been reached as the
5 result of serious and non-collusive, arms-length negotiations by Defendant and Plaintiff (the
6 “Settling Parties”).

7 5. A hearing (the “Final Approval Hearing”) shall be held before this Court, located
8 at 330 W. Broadway San Diego, CA 92101-3827, on 3/15, 2023 at 1:30 p.m., in
9 Department C-69, to determine all necessary matters concerning the Settlement, including:
10 whether the proposed settlement of the Action should be finally approved by the Court; whether a
11 Judgment, as provided in the Settlement Agreement, should be entered herein; whether the plan of
12 allocation contained in the Settlement Agreement should be approved as fair, adequate and
13 reasonable to the Class Members; and to finally approve Class Counsel’s Fees Award and Cost
14 Award, the Class Representative’s Enhancement award, payment to the Labor and Workforce
15 Development Agency and the Settlement Administration Costs.

16 6. The Court hereby approves, as to form and content, the Notice, attached as Exhibit
17 1 to the Declaration of Janelle Carney Settlement Agreement. The Court finds that distribution of
18 the Notice, substantially in the manner and form set forth in the Settlement Agreement and this
19 Order, meets the requirements of due process, is the best notice practicable under the
20 circumstances, and will constitute due and sufficient notice to all persons entitled thereto.

21 7. The Court hereby appoints Rust Consulting, Inc. as Settlement Administrator and
22 hereby directs the Settlement Administrator to simultaneously mail or cause to be mailed to Class
23 Members the Notice by first class mail at their last known address within ten (10) business days
24 of receiving a Class Information from Defendant.

25 8. Any Class Member (as defined by the Settlement Agreement) may choose to opt-
26 out of the Settlement or object to the Settlement as provided in the Notice by following the
27 instructions for requesting exclusion from the Settlement Class or objecting to the settlement.
28 Class Members will have sixty (60) days from the date of mailing of the Notice in which to
postmark objections or a notice of opting out. Prior to the initial mailing, the Settlement

1 Administrator will check all Class Member addresses against the National Change of Address
2 database and shall update any addresses before mailing. The Settlement Administrator will skip
3 trace and re-mail all returned, undelivered mail within five (5) days of receiving notice that a
4 Notice was undeliverable. Settlement Class members to whom Notice Packets are re-mailed after
5 having been returned as undeliverable to the Settlement Administrator shall have an additional 14
6 calendar days after the Response Deadline to opt-out, object, or dispute their Individual Settlement
7 Payment. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline.

8 9. Any Class Member who did not opt-out may appear at the Final Approval Hearing
9 and may object or express his/her views regarding the Settlement and may present evidence and
10 file briefs or other papers that may be proper and relevant to the issues to be heard and determined
11 by the Court as provided in the Notice.

12 10. As of the date this Order is signed, all dates and deadlines associated with the
13 Action shall be stayed, other than those pertaining to the administration of the Settlement of the
14 Action.

15 11. The Court reserves the right to adjourn or continue the date of the Settlement
16 Hearing and all dates provided for in the Settlement Agreement without further notice to Class
17 Members, and retains jurisdiction to consider all further applications arising out of or connected
18 with the proposed Settlement.

19 Dated: 10/6/23


JUDGE OF THE SUPERIOR COURT
KATHERINE A. BACAL

22 APPROVED AS TO FORM AND CONTENT:

23 Dated: October 2, 2023

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER

26 By: S/ Janelle Carney
27 Janelle Carney,
28 Attorneys for Plaintiff

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Date: October 2, 2023

ARMSTRONG TEASDALE LLP

By: S/ Julie O'Dell
Julie O'Dell, Attorney for Defendant

Exhibit 2

Jerin Wilkinson

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, June 8, 2023 1:12 PM
To: Jerin Wilkinson
Subject: Thank you for your Proposed Settlement Submission

06/08/2023 11:12:00 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Jerin Wilkinson

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, February 15, 2024 3:36 PM
To: Jerin Wilkinson
Subject: Thank you for your Court Order or Judgment Submission

02/15/2024 01:35:35 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Court Order or Judgment

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

Exhibit 3

Janelle Carney - Attorney at Law, APC

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	SPLIT	AMOUNT	BALANCE
Ordinary Income/Expenses							
Expenses							
Court Costs							
03/25/2022	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	13.00	13.00
07/14/2022	Expense		janney & janney	filing costs	citibank	13.00	26.00
07/18/2022	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	140.00	166.00
07/25/2022	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	33.70	199.70
06/08/2023	Expense		janney & janney	filing costs	citibank	75.19	274.89
06/12/2023	Expense		janney & janney	JANNEY & JANNEY ATTORN 213-6286338 CA	citibank	13.39	288.28
07/12/2023	Expense		janney & janney	STAX *JANNEY AND JANNEY	Capitol One Credit card	123.60	411.88
07/18/2023	Expense		janney & janney	filing costs	Capitol One Credit card	13.39	425.27
07/29/2023	Expense		janney & janney	STAX *JANNEY AND JANNEY	Capitol One Credit card	13.39	438.66
10/05/2023	Expense		janney & janney	filing fees	Capitol One Credit card	13.39	452.05
10/06/2023	Expense		janney & janney	STAX *JANNEY AND JANNEY	Capitol One Credit card	13.39	465.44
10/17/2023	Expense		janney & janney	filing costs	Capitol One Credit card	13.39	478.83
Total for Court Costs						\$478.83	
expert witness							
03/01/2023	Check	1214	econ one	CHECK 1214	Checking (9585)	2,631.98	2,631.98
Total for expert witness						\$2,631.98	
Legal & Professional Services							
08/05/2022	Expense		Steve Rottman	ACH Electronic Debit 80522STEVEN J. ROTTMASALE	Savings	6,250.00	6,250.00
Total for Legal & Professional Services						\$6,250.00	
Reimbursable Expenses							
08/25/2022	Expense		infinite conferencing	conference call costs	Checking (9585)	0.68	0.68
10/11/2023	Expense		San Diego Superior Court	SD SUPERIOR CRT ROA	Capitol One Credit card	6.20	6.88
10/14/2023	Expense		San Diego Superior Court	SD SUPERIOR CRT ROA	Capitol One Credit card	5.80	12.68
Total for Reimbursable Expenses						\$12.68	
Total for Expenses						\$9,373.49	

Exhibit 4

CPI Inflation Calculator

\$ 450.00

in January 1993

has the same buying power as

\$973.27

in January 2024

Calculate

Exhibit 5

Janelle Carney, Attorney at Law, APC
14758 Pipeline Avenue, Suite E, Chino Hills, CA, 91709

Noe Ponce Ceja

Date: 2/22/2024

File Number: 62126/

Re: Ponce v. Venture Enterprises, Inc.

<u>Date</u>	<u>Initials</u>	<u>Description of Service</u>	<u>Hours</u>	<u>Amount</u>
01/03/2022	JC	Review file in prep of filing (1.)	1.00	750.00
01/17/2022	JC	Review LWDA ltr and make revisions (.8) prep JPA (.8)	1.60	1,200.00
02/07/2022	JC	Review draft complaint, make redline revisions (1.5)	1.50	1,125.00
02/16/2022	JC	Review file and email FLC re items (.8)	0.80	600.00
02/17/2022	JC	Ntc of cmc (.8)	0.80	600.00
03/08/2022	JC	Prep FAC (1.)	1.00	750.00
03/23/2022	JC	Finalize FAC, prep ntc of case assignment and cmc (.8)	0.80	600.00
04/12/2022	JC	Initial round of disc (2.5); Email corresp w/ co-counsel re agent for service (.8)	3.30	2,475.00
04/28/2022	JC	Review answer and finalize discovery (1.5)	1.50	1,125.00
05/19/2022	JC	Prepare joint cmc statement and email opc (1.); Prep PMQ deposition notice and frog set 1. (1.5)	2.50	1,875.00
05/29/2022	JC	Review lwda ltr and prep proposed SAC to conform to the lwda ltr (2.)	2.00	1,500.00
05/31/2022	JC	Review redline changes and finalize proposed SAC (.8)	0.80	600.00
06/01/2022	JC	Prep stip and order to file amended complaint (1.)	1.00	750.00
06/16/2022	JC	Email opc following up on amended complaint and cmc statement (1.)	1.00	750.00
06/29/2022	JC	Review Removal and email our team (.8); Finalize sac for filing and service on opc; (.4)	1.20	900.00
07/06/2022	JC	Email w/ FLC and ltr to client re settlement conference (.8)	0.80	600.00
07/08/2022	JC	LR Removal and email meet and confer letter to opc re untimely meet and confer ltr (.8); Review email response re timeliness (.4)	1.20	900.00
07/11/2022	JC	Review filing receipt for removal and email corresp w/ OPC and prepare a stip to file amended complaint via federal. (1.)	1.00	750.00
07/14/2022	JC	Telephone call to Julie O'Dell - spoke regarding meet and confer re early case eval (.5); Email to clerk re stip and email to opc re dates for cert and mediation (.5)	1.00	750.00
07/27/2022	JC	Various scheduling emails (.4)	0.40	300.00
07/28/2022	JC	Emails re mediation (.4) prepare joint cmc statement (1.5)	1.90	1,425.00
08/02/2022	JC	Email corresp w/ opc re mediation (.4)	0.40	300.00
08/04/2022	JC	Review answer, review changes to Rule 26 report; prep mtg to vacate ENE and prep decl jc (email corresp w/ opc re all of the above (2.5)	2.50	1,875.00
08/09/2022	JC	Mediation data demand (1.) email to opc re court's message (.4) letter to client re mediation (.4)	1.80	1,350.00
08/19/2022	JC	Telephone call to Julie O'Dell - spoke regarding mediation and ENE (.3); Finalize the ENE statement (1.)	1.20	900.00

08/20/2022	JC	Prep initial disclosures (.8)	0.80	600.00
08/26/2022	JC	Attend ENE and Scheduling conference- Memo to file (1.4); Finalize Initial set of discovery on Fed Caption and add additional items, serve (.8) Prep neutral mailer re belaire west (1.); Prep belaire west stip / proo (1.)	4.20	3,150.00
08/29/2022	JC	Review Def Initial disclosure (.4)	0.40	300.00
09/02/2022	JC	Call with Julie O'Dell re list of items to produce (.30) revise email to court to amend to add the items agreed upon and email court (.5) email corresp w/ OPC (.4)	1.20	900.00
09/05/2022	JC	Review documents produced by Defendant w/ initial disclosures and email FLC with additional violations (.8)	0.80	600.00
09/08/2022	JC	Review order re mediation data (.3)	0.30	225.00
11/09/2022	JC	Call w/ FLC re hearing (.5)	0.50	375.00
11/23/2022	JC	Email corresp w/ FLC re OPC data production (.8)	0.80	600.00
12/20/2022	JC	Email Rayna w/ details for mediation (1.)	1.00	750.00
12/21/2022	JC	Review emails and initial data production and provide to Rayna (.8)	0.80	600.00
12/29/2022	JC	Various emails re data to Econ (.8)	0.80	600.00
01/10/2023	JC	Telephone call to Rayna Paunova - spoke regarding data issues (.4) vm to Julie o Dell (.3) email to julie and annie (.4) call w/ Annie re data (.3) email to Rayna re data (.4)	1.80	1,350.00
01/18/2023	JC	Review docs for prep of mediation brief, review preliminary calcs for call and make notes of issues and email corresp w/ rayna re rr (1.) revisions to MOU and draft of Mediation brief (7.)	8.00	6,000.00
01/19/2023	JC	Call w / Rayna and Evan re calcs (.5) email to opc w/ MOU and request for counts (.4); Continued work and LR on Med Brief / email flc (3.5)	4.40	3,300.00
01/23/2023	JC	Review info re handbook; update brief (.8) email opc exposure per court order (.4);	1.20	900.00
01/24/2023	JC	Finalize brief and email to Rottman (1.)	1.00	750.00
01/30/2023	JC	Prep call for mediation (.8)	0.80	600.00
01/30/2023	JC	Mediation prep (1.)	1.00	750.00
01/31/2023	JC	Attend mediation (5.)	5.00	3,750.00
02/07/2023	JC	Email corresp w/ Rottman, opc etc (.4) review discovery responses and prepare meet and confer letter (1.)	1.40	1,050.00
02/09/2023	JC	Update ltr re PMQ deposition ntc and final (.5)	0.50	375.00
02/13/2023	JC	Call w/ Julie and Annie re disc (.3) call w/ AR re IDC (.3)	0.60	450.00
02/15/2023	JC	Email corresp w/ OPC and draft of LWDA supplemental letter and research of other entities (1.5)	1.50	1,125.00
02/24/2023	JC	Email opc re IDC (.4) prep new complaint re other entities (5.)	5.00	3,750.00
03/03/2023	JC	Call w/ OPC re dates/disc (.4)	0.40	300.00
03/07/2023	JC	Various emails re IDC (.5)	0.50	375.00
03/08/2023	JC	Ponce emails and calls re mediator's proposal and settlement (.8) Email Rust for updated info re interest bearing account (.3)	1.10	825.00
03/10/2023	JC	Prep stip/ order re remand (.8) email opc (.4)	1.20	900.00
03/15/2023	JC	Email corresp re call (.4) review court's order denying remand (.4)	0.80	600.00
03/16/2023	JC	Revise stipulation per order of the court (.8)	0.80	600.00
03/19/2023	JC	Email opc re second stip (.4)	0.40	300.00
03/21/2023	JC	Finalize stip to remand and email re client concerns (.5)	0.50	400.00
03/22/2023	JC	Review order remanding the case to state court (.4)	0.40	320.00
04/11/2023	JC	Review sa and provide redline changes (2.)	2.00	1,600.00
04/18/2023	JC	Email corresp w/ opc re settlement (.4) review sub of attorney (.2)	0.60	480.00
04/24/2023	JC	Email corresp w/ opc on the settlement agreement (.4)	0.40	320.00
05/01/2023	JC	Finalize settlement agreement (.8)	0.80	640.00

05/12/2023	JC	Prep Ntc of Class action (2.)	2.00	1,600.00
05/16/2023	JC	Prep MPAs, Ntc and Decl JC re PA (7.)	7.00	5,600.00
05/17/2023	JC	Continued work on PA documents (2.)	2.00	1,600.00
05/19/2023	JC	Proposed order granting PA and email w/ OPC re stip re FLSA claim and ntc to the class /revisions (1.)	1.00	800.00
05/23/2023	JC	Review email from opc w/ sig for stip (.4) review AR decl for PA (.8)	1.20	960.00
06/07/2023	JC	Review ex parte and make changes (.8)	0.80	640.00
07/07/2023	JC	Email to opc and supplemental decl/ntc (.8)	0.80	640.00
07/12/2023	JC	Appear at ex parte and Email corresp co counsel (.5) prep ntc of ruling and notice of advanced PA hearing date (.8)	1.30	1,040.00
08/24/2023	JC	Telephone call to Hon. Katherine A. Bacal - left message regarding the SC on cal for the 25th (.30)	0.30	240.00
09/25/2023	JC	Prep PROO (1.)	1.00	800.00
10/06/2023	JC	Prep memo re PA oral argument (.8) call clerk re tr (.3) review TR and make changes to the Ntc (.4) attend hearing (.4) email flc results (.3)	2.20	1,760.00
10/13/2023	JC	Ntc of entry of order (.4) email w/ Rust (.4)	0.80	640.00
10/16/2023	JC	Email w rust and respond to issues re mailing (.4)	0.40	320.00
10/31/2023	JC	Email corresp w/ OPC/Rust re data for mailing (.4)	0.40	320.00
11/01/2023	JC	Email approving form (.4)	0.40	320.00
11/14/2023	JC	Email corresp w/ Rust re PA hearing / docs mailing	0.40	320.00
11/17/2023	JC	Email re data issues and mailing (.4)	0.40	320.00
12/05/2023	JC	Email corresp from Rust re mailing (.4)	0.40	320.00
12/08/2023	JC	Email from rust confirming mailing (.4)	0.40	320.00
12/20/2023	JC	Review email / status from rust (.4)	0.40	320.00
12/26/2023	JC	Review email / status from Rust (.4)	0.40	320.00
01/02/2024	JC	Review email/status from rust (.4)	0.40	320.00
01/10/2024	JC	Review email / status from rust (.4)	0.40	320.00
01/17/2024	JC	Review email/status from rust (.4)	0.40	320.00
01/23/2024	JC	Review email/status from rust (.4)	0.40	320.00
01/31/2024	JC	Review email / status from rust (.4)	0.40	320.00
02/06/2024	JC	Review email/status from rust (.4)	0.40	320.00
02/13/2024	JC	Review email / status from rust (.4)	0.40	320.00
02/15/2024	JC	Prep MPA FA (4.5.) Email Rust for decl (.4)	4.90	3,920.00
02/18/2024	JC	Draft supplemental decl Ponce (1.5) draft FA proposed order and proposed judgment (2.5)	4.00	3,200.00
02/19/2024	JC	Draft Decl JC and MPA re Fees, Costs Enhancements (7.5); Review rust decl and request additional information (.5) email opc proposed FA order for review (.4)	8.40	6,720.00
02/20/2024	JC	Email OPC re proo Judgment (.4); Revise MPAs and Ntc in both motions to combine in one and remove duplicate arguments (2.)	2.40	1,920.00
02/21/2024	JC	Email corresp w/ Rust and OPC re decl of Schwartz, proposed order/ judgment (.5) review edits from AR and finalize the MPA and decls for filing (3.)	3.50	2,800.00
02/22/2024	JC	Finalize all FA papers and send for filing (3.)	3.00	2,400.00
Total Fees			139.70	\$107,660.00

Time Summary

<u>Initials</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
JC	770.65	139.70	107,660.00

TOTAL NEW CHARGES**\$107,660.00**

STATEMENT OF ACCOUNT

Current Fees	107,660.00
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AMOUNT DUE AND OWING TO DATE	<u><u>\$107,660.00</u></u>
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PER: _____

Janelle Carney

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FOR:

Services Rendered
11/01/2022 – 10/31/2023

CASE/PROJECT	DATES OF SERVICE	DESCRIPTION OF SERVICES	HOURS	AMOUNT
Ponce v. Venture Dynamics Enterprises	2/01/2022-2/15/2022	Cal deadlines related to filing complaint	.27	\$67.50
Ponce v. Venture Dynamics Enterprises	2/16/2022 – 2/28/2022	Review Ntc of CMC and Standing order; cal dates in Amicus; add case info and Judge info to Amicus; Prep draft Notice of CMC; Prep draft FAC to add PAGA	4.02	\$1,005.00
Ponce v. Venture Dynamics Enterprises	3/16/2022 – 3/31/2022	Revise FAC to correct numbering/ formatting; finalize with Exhibit; email JC; Attempt login to FLC Sales Force; email JC; email correspondence re: Court's Notice of CMC; save FAC to desktop for upload; upload to J&J for e-filing	1.45	\$362.50
Ponce v. Venture Dynamics Enterprises	4/01/2022 – 4/15/2022	Save POS of Summons in WD; Run through Deadlines.com; cal in Amicus Prep draft RFPD #1 and SPROGS #1; email JC; Revise RFPD #1; Revise SPROGS #1; email JC; Corresp. With JC re: agent for service; prep draft POS; Review email; Add OPC info to Amicus	2.88	\$720.00
Ponce v. Venture Dynamics Enterprises	4/18/2022 – 4/29/2022	Finalize SPROGS #1; prep new POS for OPC via US Mail; Finalize RFPD #1 with POS; email JC; Read and reply to emails; Calendar discovery responses	.75	\$187.50
Ponce v. Venture Dynamics Enterprises	5/17/2022 – 5/31/2022	Prep draft Joint CMC Statement; email JC; Prep draft Notice of Depo PMQ; email JC;	6.58	\$1,645.00

		Check San Diego Superior Court website for how to appear remotely; Revise Joint CMC Stmt.; email JC; revise Ntc of Depo PMQ; prep draft FROGS - General #1; email JC; finalize Depo Notice and FROGS with POS; email JC; cal responses to FROGS and depo/objection deadline; Prep draft SAC in redline; email JC Read and reply to emails; calendar discovery extension; Revise SAC to add unpaid wages class; email JC		
Ponce v. Venture Dynamics Enterprises	6/20/2022 – 6/30/2022	Email JC; cal discovery extension Finalize Stip to Allow Plf to File SAC; Accept changes to redline SAC - revise to fix numbering and formatting issues; finalize SAC and add as Exh. To Stip; compile Exhibits with final Stip; email JC; Save final Stip re filing SAC to desktop; upload to J&J for filing Download Def. Notice of Removal and save to WD; email JC Read and reply to emails; Save SAC with signed POS to desktop; upload to J&J for e-filing Run Notice of Removal through Deadlines.com; cal in Amicus	3.63	\$907.50
Ponce v. Venture Dynamics Enterprises	7/01/2022 – 7/15/2022	Check SDSC website to see if CMC vacated in light of removal; check USDC docket; download and save Notice and Order re: Early Neutral and CMC; cal dates; email JC; pull Judge Order and Magistrate rules; Prep draft letter to client re: attending Early Neutral Zoom meeting Finalize letter to client on letterhead in PDF; email client with letter Corresp with JC; check USDC docket re: what date removal was filed Revise Stip and Proposed Order re: SAC on USC caption; revise SAC on USDC caption; email JC	6.75	\$1,687.50

		Calendar M&C call with OPC; email counsel with call-in info for M&C call; finalize Stip & Proposed Order and Exhibit; look up Judge Rules for USDC Southern District; contact CM/ECF helpdesk for which event to use to file Stip & Proposed Order; upload Stip & Proposed Order to CM/ECF; download and save conformed copies; revise Word version of Proposed Order to remove the word Proposed; email Judge with cc to OPC copy of Word version of Proposed Order; prep draft shell for Joint Statement for JC m&C; email JC Search Magistrate Judge Goddard's rules; prep draft email for JC review; email Judge's chambers re: stipulating to private mediation in lieu of early neutral eval; Download and save Order Allowing Plaintiff to file SAC; cal deadline for responsive pleading; Review Judge's rules re: chambers copies; finalize SAC with separate exhibit; upload to CM/ECF for filing; prepare courtesy copy and upload to J&J for delivery		
Ponce v. Venture Dynamics Enterprises	7/18/2022 – 7/29/2022	Review Judge Goddard's Rules and Procedures re: Joint Motion Search WD for sample joint motion Prep draft Notice of Joint Motion to Vacate Early Neutral Eval and CMC Pending Private Mediation; Prep draft MPA; Call follow up with OPC for Monday; email JC draft Notice of Joint Motion; Read and reply to emails; revise Joint CMC Statement; look up judge's rules and procedures; Continue revisions to Joint CMC Stmt; search for Procedural Guidance for Class Action Settlements	6.28	\$1,570.00

Ponce v. Venture Dynamics Enterprises	8/01/2022 – 8/15/2022	Cal hold for mediation with Rottman Review Joint CMC Stmt; Correspond with JC; Finalize Joint CMC Statement; save to desktop and WD; upload to CM/ECF Finalize MPA and Decl JC ISO Joint Motion to Vacate Early Neutral Evaluation; Revise draft Notice of Motion to vacate; email JC re: hearing date; email clerk re how to reserve hearing; Revise Notice, MPA and Decl JC to add language re no hearing date required; email JC Read and reply to emails; Review Magistrate Judge Goddard's rules re Joint Motions; email JC; prep draft Joint Mediation Plan; email JC; Prep draft Mediation data request letter; email JC; prep draft mediation letter to client; email JC; Finalize and email mediation letter to client; Finalize Joint Motion and Supporting Docs in PDF; save to Desktop; review court rules re Mandatory Chambers Copies; upload to CM/ECF for filing; Read and reply to emails; calendar dates related to mediation; download and save filed copies of Joint Motion; Review Court's Order Denying ENE; Prep draft ENE Statement	11.00	\$2,750.00
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Ponce v. Venture Dynamics Enterprises	8/16/2022 – 8/31/2022	Check Court rules re: how to appear remotely at ENE; email JC Review Court order re how to file ENE Statement; Finalize Plf's ENE Statement with Exhibit; create searchable text; email Judge's chambers; Revise Initial Disclosures; Bates stamp pay stubs for initial disclosures; Prep draft Stip & Proposed Order Re Neutral Mailer; email JC; prep draft neutral mailer; email JC; prep first round discovery on USDC caption (RFPD #1 and SPROGS #1); Email JC; Finalize Initial Disclosures and corresponding doc production with POS; email JC; cal dates from Manny email Revise Neutral letter; review stip; email JC Cal deadline for Def. discovery responses (RFPD #1 & SPROGS #1) Revise neutral letter per JC notes; email JC Save Scheduling Order in WD; check dates against Manny email; cal new dates; email JC	6.28	\$1,570.00
Ponce v. Venture Dynamics Enterprises	9/01/2022 – 9/15/2022	Download and save Order re Discovery deadlines; cal in Amicus	.33	\$82.50
Ponce v. Venture Dynamics Enterprises	9/16/2022 – 9/30/2022	Calendar extension on Def. Responses to Discovery	.15	\$37.50
Ponce v. Venture Dynamics Enterprises	10/01/2022 – 10/14/2022	Cal Plf deadline to file Motion to Compel Further Responses by Def	.10	\$25.00
Ponce v. Venture Dynamics Enterprises	12/16/2022 - 12/30/2022	Download docs produced by Defendant; save in WD; save to desktop; upload to Econ One box.com folder; email JC	.90	\$225.00

Ponce v. Venture Dynamics Enterprises	1/03/2023 – 1/13/2023	Prep draft shell mediation brief; Complete draft mediation brief; email JC Save additional docs to desktop for upload to Box.com; upload docs to box.com Prep draft MOU per JC instruction; email JC Create GSF spreadsheets; email JC Review sampling spreadsheets; calculate 100% for Nassco and Bay City locations; email JC draft email to admins for estimates; Email JC draft email to admins for review; Email Eric Bishop at Rust Consulting for estimate; Search WD for who to contact at ILYM for estimate; corresp with JC Email Sean at ILYM for estimate Calendar extended deadline for Plf to Provide damages model	7.17	\$1,792.50
Ponce v. Venture Dynamics Enterprises	1/16/2023 – 1/31/2023	Revise MOU; email JC Revise Mediation Brief continue revisions to mediation brief; email JC Finalize Mediation Brief with exhibits; search emails for info on how to send to mediator; email JC; email Steven Rottman (cc: counsel) with Mediation brief and exhibits	4.90	\$1,225.00
Ponce v. Venture Dynamics Enterprises	2/01/2023 – 2/15/2023	Review JC email; Review WD; correspond with JC re already served Ntc Depo PMQ; Prep draft RFA #1; email JC Prep M&C letter on letterhead; email JC Finalize letter to OPC in PDF; email OPC with cc to co-counsel Update Julie O'Dell contact card and add to Amicus file Prep Suppl. LWDA letter per JC revisions; email JC	2.15	\$537.50
Ponce v. Venture Dynamics Enterprises	2/16/2023 – 2/28/2023	Revise Suppl LWDA letter; email JC prep draft complaint per JC revisions; Email JC	2.25	\$562.50

Ponce v. Venture Dynamics Enterprises	3/01/2023 – 3/15/2023	Download Court's Order Setting Discovery Conference and save in WD; calendar conference; Prep draft Stip and PROO to Remand to state court; email JC; Revise Stip and Proposed Order to Remand per OPC email; Finalize Stip and PROO in PDF; email JC review USDC Southern District Judge procedures and local rules; save Stip and Proposed Order to Remand to desktop for upload; upload Stip & Proposed Order to CM/ECF; revise Proposed Order to remove word "proposed"; email to Judge's chambers	1.72	\$430.00
Ponce v. Venture Dynamics Enterprises	3/16/2023 – 3/31/2023	Review JC email with OPC; email JC Review Second Stip to Remand; Prep PROO on Second Stip to Remand; email JC; Finalize Second Stip to Remand and Proposed Order; upload Stip to CM/ECF; email PROO to Judge's chambers	2.02	\$505.00
Ponce v. Venture Dynamics Enterprises	4/03/2023 – 4/14/2023	Calendar CMC/Deadline to File CMC Statement	.35	\$87.50
Ponce v. Venture Dynamics Enterprises	5/01/2023 – 5/15/2023	Save Minute Order and cal dates; Save Defendant signature to settlement agreement as part of complete agreement; email JC; Prep draft Stip & Proposed Order to Allow Plaintiff to File TAC to add FLSA; Prep draft Notice of Class Action Settlement; Prep draft proposed TAC; email JC Revise Stip to Allow Plaintiff to File TAC; Email JC; email OPC with proposed Stip and Proposed Order, Set. Ag. And Proposed TAC Prep draft MPA ISO PA; Continue draft MPA ISO PA; email JC Revise Notice to Class; email JC; prep draft Decl JC ISO PA Continue draft Decl JC ISO PA; Complete draft Decl JC ISO PA; email JC Prep draft Notice of Motion for PA;	17.85	\$4,462.50

Ponce v. Venture Dynamics Enterprises	5/16/2023 – 5/31/2023	Revise MPA ISO PA; Email JC; prep draft Decl Noe Ponce Ceja ISO PA; email JC Revise Decl Ponce Ceja; revise GSF calculator spreadsheet to add 2802 Revise Decl. JC ISO PA; Revise Decl JC ISO PA; email JC Prep draft Proposed Order Granting PA; Finalize Stip to Allow Plaintiff to File TAC with Exhibit in PDF; email to OPC for signature; Revise Notice to Class per OPC email in redline Revise Proposed Order Granting PA per JC revisions; review emails to OPC; send follow up emails to Julie O'Dell re: Ntc to Class and Stip re TAC Review PA Docs; Reserve hearing date for PA Motion; Finalize Notice of Motion for PA; email JC Revise MPA ISO PA to fill in Decl JC cites; email JC; Review Proposed Order for PA; Email JC; Prep tables for PA; Compile MPA with tables; Finalize Decl JC and prep exhibits; compile Decl JC with Exhibits in PDF; email JC final MPA and Decl; prep POS for PA Motion; email JC; revise Decl JC to fix costs figure; Add costs exhibit to Decl JC; finalize POS; corresp. with JC Revise date on POS; save all final PA docs to desktop for upload; serve PA motion via email; upload to J&J for filing Finalize Stip & Proposed order to Allow Plaintiff to File TAC; serve Stip & Proposed Order via email; save to desktop; upload to J&J for e-filing	18.77	\$4,692.50
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Ponce v. Venture Dynamics Enterprises	6/01/2023 – 6/15/2023	Correspondence with J&J re PA motion filing; call Frank at J&J; email Frank re line busy Speak to Cecilia, calendar clerk in San Diego Superior Court re: hearing on PA Motion; corresp. With JC Prep Amended Notice of Motion for PA; Finalize with POS; serve via email; upload to J&J for e-filing Calendar PA hearing; Download conformed copies of PA motion and save in WD; upload MPA/Decl JC to LWDA	2.45	\$612.50
Ponce v. Venture Dynamics Enterprises	7/03/2023 – 7/14/2023	Review ex parte docs; email JC Revise Ex Parte Application; Revise Decl JC ISO Ex Parte; Email JC; Finalize Ex Parte and Decl with Exhibit and POS; save to desktop; serve via email; upload to J&J for filing; search court website for remote hearing link; add to Amicus Correspondence with JC; Check Judge Bacal rules re: ex parte; call calendar clerk for Dept. 69 and leave voicemail re: reserving ex parte hearing Speak to calendar clerk to schedule ex parte hearing; calendar in Amicus; email JC Prep revised ex parte application and Decl JC for new date; email JC; Cal ex parte hearing Revise Suppl. Ntc of Ex Parte; Revise Suppl Decl JC ISO Ex Parte; Email JC; Save to desktop for upload; serve counsel via email with ex parte; upload to J&J for e-filing; upload Suppl Ex Parte and original ex parte papers to J&J for delivery of courtesy copies Prep draft Notice of Ruling at Ex Parte to Advance PA hearing; email JC; Prep Second Amended Notice of PA Motion; Email JC; Finalize Notice of Ruling at Ex Parte; Finalize Second Amended Notice of PA; serve via email; save to desktop; upload to J&J for e-filing	6.87	\$1,717.50

Ponce v. Venture Dynamics Enterprises	9/18/2023 – 9/29/2023	Search for remote hearing link on SDSC website; add remote hearing link to Amicus cal entry for PA hearing and CMC	.08	\$20.00
Ponce v. Venture Dynamics Enterprises	10/02/2023 – 10/13/2023	Finalize Proposed Order Granting PA with POS; serve via email; upload to J&J for e-filing Prep Notice of Remote Appearance; email JC; Finalize Notice of Remote Appearance with POS; serve via email; upload to J&J; Revise POS in file to add Cynthia Cruz email and remove Jamie Cogdill Prep Notice of Entry of Order granting PA; Email JC Finalize Notice of Entry of Order Granting PA;	2.32	\$580.00
Ponce v. Venture Dynamics Enterprises	12/18/2023 – 12/29/2023	Listen to voicemail; speak to Michael Patterson; review notice and discuss; email JC	.47	\$117.50
Ponce v. Venture Dynamics Enterprises	2/01/2024 – 2/15/2024	Prep MPA ISO FA Continue draft MPA ISO FA; Complete draft MPA ISO FA; email JC Revise MPA ISO FA; email JC; add up hours; email JC	4.45	\$1,112.50
			TOTAL: 125.19	TOTAL: \$31,297.50