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Attorneys for Plaintiff Fabian Gonzalez

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN DIEGO

FABIAN GONZALEZ, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

SEVEN SEAS ASSOCIATES, LLC, a California
Limited Liability Company; and DOES 1 to 100,

Defendants.

) Case No.: 37-2023-00042280-CU-OE-CTL
) Judge: Loren G. Freestone

) **DECLARATION OF JANELLE**
) **CARNEY IN SUPPORT OF**
) **PLAINTIFF'S MOTION FOR FINAL**
) **APPROVAL OF CLASS ACTION AND**
) **PAGA SETTLEMENT**

) Date: October 18, 2024
) Time: 10:30 a.m.
) Dept.: C-64

) Action filed: September 27, 2023

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5. Class Counsel is experienced and qualified to evaluate the class claims and viability of the defenses, as demonstrated in my Declaration filed in support of Preliminary Approval on April 25, 2024. This settlement is fair, adequate and reasonable and in the best interests of the Class. Notice was sent to 167 Class Members, and there have been no opt-outs from the class. According to ILYM, the average settlement share for the entire class is

1 approximately **\$1,551.40**. The largest settlement share will be approximately **\$12,191.82**. The
2 Declaration of Cassandra Polites of ILYM Regarding Notice and Settlement Administration was
3 filed on August 14, 2024. I believe that the collective attorney fee of \$166,666.67 or 33.33% of
4 the total settlement of this case for Plaintiff's Counsel is fair and reasonable.

5 6. Pursuant to the Stipulation of Settlement ("Settlement Agreement"), the Parties
6 have agreed, subject to and contingent upon approval of this Court, that the case be settled and
7 compromised for the **non-reversionary** sum of \$500,000.00. The proposed Settlement includes,
8 subject to Court approval (a) attorneys' fees of \$166,666.67 (33.33% of the common fund), (b)
9 litigation costs of up to \$7,500.00 (c) Class Representative enhancement payment of \$7,500.00
10 for Fabian Gonzalez, and (d) claims administration expenses of up to \$9,250.00. The total cost
11 for ILYM Group, Inc. ("ILYM"), for the administration of this Settlement, including fees
12 incurred for completion of the administration are \$9,250.00. A true and correct copy of the
13 Order is attached hereto as **Exhibit 1**.

14 7. Payment in the sum of \$37,500.00, will be made to the California Labor and
15 Workforce Development Agency ("LWDA") out of the \$50,000.00 allocated as the PAGA
16 portion of the Settlement, pursuant to the Settlement Agreement. The LWDA was served with
17 Plaintiff's Preliminary Approval papers on April 25, 2024, and this Court's Preliminary
18 Approval Order on or about September 12, 2024. True and correct copies of the confirmation of
19 submission to LWDA are collectively attached hereto as **Exhibit 2**.

20 8. The settlement reached is fair and reasonable. The work of Plaintiff and Class
21 Counsel has achieved a Settlement Agreement that delivers a Total Settlement Amount of
22 \$500,000.00 to a class of 167 current and former non-exempt hourly individuals employed by
23 Defendant Seven Seas Associates, LLC between September 27, 2019, through April 30, 2024.
24 The entirety of the Gross Settlement Fund, \$500,000.00 will be paid out. There is **no reversion**
25 to Defendant. As of the date of filing this declaration, there have been **no objectors** and **no opt-**
26 **out** requests received. I believe that attorney fees of 33.33% of the total settlement of this case,
27 for Plaintiff's Counsel is fair and reasonable. I also believe that the enhancement request of
28 \$7,500.00 for Fabian Gonzalez, the class representative Plaintiff, is fair and reasonable in light of

1 his work and dedication to this case, as detailed in his declaration filed in support of preliminary
2 approval on April 25, 2024.

3 9. I am very familiar with the contingent fee market throughout California,
4 particularly as it pertains to complex employment, wage and hour, and class action litigation. On
5 behalf of the Law Office of Joseph Antonelli (LOJA) and now my firm, I have negotiated
6 numerous contingency fee agreements with Plaintiffs both as an individual and as a
7 representative in class action suits. Many of those agreements provide that counsel will receive a
8 fee that is between 33-45% of any recovery that is obtained, and, in addition, that counsel be
9 reimbursed for the costs they incurred out of a recovery amount. The individual Plaintiff in this
10 action signed a contingency fee agreement with Plaintiff's counsel's firms, which stated that
11 counsel would be able to earn a fee of up to 35% of any recovery. In addition, the Court
12 preliminarily approved our reasonable hourly rate of \$850/hr. for Janelle Carney of JCAL,
13 \$650.00 for Manny Starr and \$800.00 for Adam Rose of Frontier Law Center. These are typical
14 and standard rates in employment related contingency agreements in the Los Angeles, Riverside,
15 San Bernardino, Orange County, San Diego, and throughout California. In my opinion, the
16 Plaintiff in this complex wage and hour case could not have retained competent counsel in
17 California, particularly with the considerable skill and expertise of these firms for any amount
18 significantly less than the contingency fee percentage provided in these retainer agreements. As
19 the Court is well aware, Plaintiff's Counsel have never been paid any money for attorneys' fee
20 on this case and has advanced all costs before there is any payout. The work on this matter
21 began approximately one (1) year ago.

22 10. I am a very experienced lawyer (over 25 years of experience) and specialized in
23 class action in the area of wage and hour issues for nearly 24 years. LOJA represented primarily
24 employees in employment litigation for ten (10) years before specializing almost exclusively in
25 wage and hour class action for the past 23 years. I graduated from Whittier College School of
26 Law School and earned my Jurisprudence Doctorate in May 1998. I am admitted to practice law
27 in the State of California and the federal courts in California. I have remained in good standing
28 as a member of the California Bar since admission through the present time. I have litigated over

1 300 successful wage and hour class actions and PAGA representative actions in California. Since
2 my admission to the bar, I solely worked at LOJA until January 2021, when I started my own
3 firm, JCAL. On July 1, 2007, I became a partner at LOJA. LOJA has focused on wage and
4 hour class actions since that time. JCAL also focuses on wage and hour class actions.

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

- 9 a. Huntington Memorial Hospital v. Superior Court (“Mutuc”) (2005) 131 Cal.App.
10 4th 893, 906;
- 11 b. Tien v. Sup. Ct. (Tenet Healthcare) (2006) 139 Cal. App. 4th 528;
- 12 c. Jaimez v. Daiohs USA, Inc., (2010) 181 Cal.App.4th 1286;
- 13 d. Hoover v. American Income Life Insurance (2012) 206 Cal. App. 4th 1193;
- 14 e. Cochran v. Schwan’s, (2014) 228 Cal.App.4th 1137;
- 15 f. Falk v. Children's Hospital Los Angeles, (2015) 237 Cal. App. 4th 1454;
- 16 g. Lafitte v. Robert Half International, Inc., et al. (2016), 1 Cal.5th 480;
- 17 h. Vasserman v. Henry Mayo Newhall (2017) 8 Cal. App 5th 236.

18 These cases were landmark decisions in the manner in which the regular rate must be
19 calculated and what is considered a “subterfuge” to avoid the correct payment of regular rate and
20 overtime rate (Huntington Hospital); the criteria required to certify pay stub claim, waiting time
21 penalty claim, and meal and rest break claim among other matters (Jaimez); protecting the
22 interests of putative class members in a wage and hour case who want their identity protected
23 (Tien); the standard to prove that an employer has waived its right to arbitrate an employment
24 claim against an employee who filed a class action (Hoover); the standard of when an employer
25 is required to reimburse employees for cell phone usage and other business expenses in order to
26 perform the employees’ duties, even if there was no direct costs to the employees (Cochran); the
27 application of the tolling doctrine as applied to subsequent class actions being filed when the
28 previous class action was disposed of without a ruling on certification (Falk); the Laffitte

1 decision laid out the requirements for approval of a class action settlement including an in depth
2 analysis on the attorneys' fees request on a common fund. In Laffitte, the California Supreme
3 Court affirmed the trial court and appellate court ruling and holds that the attorney fee award
4 made on a common fund basis (percentage of the settlement) is the law in California; and that
5 employees whose employment is governed by a collective bargaining agreement have not
6 waived their right to bring statutory claims in court unless there is a clear and unmistakable
7 waiver of their rights (Vasserman). The additional class action experience was included in my
8 Declaration filed on or about April 25, 2024.

9 **COMMUNICATION WITH ILYM GROUP, INC.**

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

17 13. The work of Plaintiff and Class Counsel has achieved a Settlement Agreement
18 that delivers a Total Settlement Amount of \$500,000.00 to a class of up to 167 individuals.
19 **100% of the Gross Settlement Fund will be paid. As of the date of this declaration, there**
20 **have been zero (0) objections to the settlement and no opt-out requests.** The average
21 settlement share for the entire class is approximately **\$1,151.40**. The largest settlement share
22 will be approximately **\$12,191.82. (Decl. Polites ¶16)**

23 **PRELIMINARY APPROVAL ORDER & COSTS**

24 14. On or about May 7, 2024, the Honorable Loren G. Freestone entered an Order
25 Granting Motion for Preliminary Approval of Class Action and PAGA Settlement. Mailing to the
26 class occurred on or about June 17, 2024. **(Decl. Polites ¶7)**

27 15. Attorneys' fees and costs are being requested as preliminarily approved by the
28 Court and costs for claims administration. To date, Plaintiff has incurred costs from two (2) law

1 firms in the amount of \$6,654.46 not including the cost to file this motion or the final approval
2 motion. The parties agreed to a cap on litigation costs of \$7,500.00. As such, Plaintiff's counsel
3 agrees to seek only \$7,500.00 in litigation costs, which includes the anticipated \$500.00 to cover
4 the filings of future documents related to this action. A true and correct copy of JCAL's cost bill
5 dated September 26, 2024, is attached hereto as **Exhibit 3**. The cost bill of the Frontier Law
6 Center is attached to the Declaration of Adam Rose, filed concurrently herewith. I have
7 reviewed JCAL's costs as itemized in **Exhibit 3** regarding this matter. I believe that each cost
8 incurred is reasonable and was necessary in the prosecution of this action. The attorneys' costs
9 were a result of investigation, research, litigation, discovery, an expert, consultants, mediation,
10 and other related matters to the prosecution of this case, as evidenced by the costs bill attached as
11 **Exhibit 3**. A majority of the costs are actual checks written or "hard" costs. The "hard" costs
12 represent checks written by declarant's office to prosecute this matter. That is, before any
13 reimbursement from any person, JCAL had incurred \$3,578.27 in costs. The bills have a
14 summary of costs as its last page. All "hard" costs on the attached bill represents costs that
15 JCAL incurred and paid. JCAL does not include any interest, markup or any premium amount
16 on the costs actually incurred and paid.

17 Further it is anticipated that through the remainder of this case, declarant will incur an
18 additional \$500.00 through the final distribution and includes costs for, filing fees, photocopies,
19 Courtcall court appearance costs, and other necessary expenses. The estimate is based on the
20 length that the case will remain open and ensuring filings and correspondence with class
21 members and the Court as necessary.

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

FIRM	COSTS
1. Janelle Carney – Attorney at Law, APC	\$3,578.27(plus \$500.00) = \$4,078.27
2. Frontier Law Center	\$3,076.19
Total \$7,154.46	

27 The Plaintiff and Defendants have agreed to reimburse Class Counsel the amount of not
28 more than \$7,500.00 in costs to Plaintiff. Furthermore, the class has incurred administration costs

1 from ILYM. The costs for ILYM to administer the settlement are \$9,250.00. The Settlement
2 Agreement provides up to \$9,250.00 for class administration fees.

3 **INVESTIGATION & EXPERT RETENTION**

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

9 On January 31, 2023, Plaintiff and Defendants (the “Parties”) participated in an all-day
10 mediation presided over by Steve Rottman, which led to the Class Action and PAGA Settlement
11 Agreement. The Parties agreed to a settlement in principle at the mediation and executed a
12 Memorandum of Understanding. This settlement was reached through arm’s length negotiations
13 after extensive informal and formal discovery. The Parties began negotiating the specific terms
14 of the long form settlement after the mediation and were able to agree on all terms in the
15 Stipulation of Settlement (a true and correct copy of which is attached to the Declaration of
16 Janelle Carney filed in support of Preliminary Approval on or about April 25, 2024, as **Exhibit**
17 **1**).

18 **INCENTIVE AMOUNT FOR PLAINTIFFS**

19 17. In the present case, no other individuals were willing to be named as a class
20 representative in the matter. It is my experience that it is difficult for persons to actually sue
21 their current or former employer as they fear retaliation and/or economic repercussions. I
22 believe that the Class Representative Enhancement Award of \$7,500.00 to Fabian Gonzalez is
23 fair and reasonable. Mr. Gonzalez submitted a declaration in support of his incentive request
24 with the motion for preliminary approval on April 25, 2024. I, along with JCAL staff, and FLC
25 and their staff, spent numerous hours in consultation with the Plaintiff from the initial
26 investigation through discovery and the pleading stages. In the Preliminary Approval
27 Declaration, Plaintiff testified as to his detailed efforts. Plaintiff testified about the numerous
28 hours involved in litigating the matter. Further, Plaintiff was instrumental in providing facts,

1 information, and details to allow the drafting of the Complaint. Plaintiff also reviewed hundreds
2 of pages of documents which were provided to him, and Defendant in response to written
3 informal discovery responses. Plaintiff was instrumental in getting the case to a settlement stage
4 and assisted in the preparation for the mediation session. I believe he took his role as champion
5 of the class very seriously.

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

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

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

20 All in all, Plaintiff has been diligent and acted above and beyond that of which is
21 expected from Class Representatives through all stages of litigation. There are few individuals
22 that are willing to act as a Class Representative and provide hard work, diligence, and the
23 willingness to assume a large financial risk should Defendants prevail in a class action case. No
24 Class Member has expressed any objection to the requested Class Representatives Enhancement
25 or any term of the settlement. Additionally, I believe Plaintiff, in his general release, gave up
26 valid and legitimate claims. Further, the class members are receiving favorable settlement
27 amounts as a result of Plaintiff’s tireless effort over the past two (2) years.
28

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

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

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

11 20. Class Counsels application for an award of attorneys' fees and costs in an amount
12 of 33.33% of the settlement value created on behalf of the Class is reasonable and fair. The
13 33.33% of the gross settlement of \$500,000.00 results in a total fee request of \$166,666.67. The
14 requested fee falls on the lower end of the Ninth Circuit's historical benchmark for attorneys'
15 fees of 20% to 50% of a common fund and is fair compensation for undertaking complex, risky,
16 expensive, and time-consuming litigation on a contingent basis. Further, the Class Representative
17 signed a contingent fee agreement allowing for a fee up to 35% of the total fund and
18 reimbursement of actual litigation costs. This is evidence that a 33.33% attorney fee percentage
19 is reasonable.

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

23 22. Class Counsel earned the requested fee, as the case was vigorously litigated since
24 its filing on September 27, 2023 (nearly one (1) year ago). There was an extensive amount of
25 work performed by Plaintiff's counsel and their expert. At this time there are 216.90 hours
26 expended by the lawyers on this case thus far for a lodestar of **\$170,552.50**. It is anticipated that
27 another 15-20 hours will be expended through the remainder of the matter to ensure Plaintiff and
28 the class receive their settlement checks after final approval. Case law is clear that attorney

1 declarations as to time and effort expended are satisfactory.

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

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

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

23 25. Courts have upheld rates as high as \$450 per hour (in 1993) in employment
24 matters. (Bihun v. AT&T Information Systems, Inc. 13 Cal. App. 4th 976 (1993), overruled on
25 other grounds in Lakin v. Watkins Assoc. Indus. 6 Cal. 4th 644, 664 (1993). The \$450 approved
26 in the Bihun decision published in 1993 is equivalent to \$976.28 in 2024 dollars according to the
27 "inflation calculator" provided by the US Government, Bureau of Labor Statistics located at
28 <http://data.bls.gov/cgi-bin/cpicalc.pl>. A true and correct copy of a print-out of the "inflation

calculator” is attached hereto as **Exhibit 4**. Declarant used this same website and calculator to obtain a value of the class representative awards referenced in the MP&A filed concurrently herewith. The \$38,900 award in 1991 translates to \$89,253.38 in 2024 dollars.

26. On a pure lodestar, matter the Plaintiff’s lawyers and paralegals have incurred 216.90 hours for total billing of **\$170,552.50** the date of this declaration. The blended average hourly rate for counsel is reasonable at **\$786.32**. 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 no request for a multiplier since the requested fee application is for \$166,666.67. The multiplier is calculated by taking actual value of the attorneys’ fee requested of \$166,666.67 dividing said value by the lodestar amount of fees which is \$170,552.50. 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%)	\$83,333.34
Frontier Law Center	(50%)	\$83,333.34
Total Fee Request		\$166,666.67

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

1 of time, but also a great deal of expense to ensure the successful litigation of this action on behalf
2 of all class members.

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

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

10 **ENHANCEMENT AMOUNT JUSTIFICATION CASE AUTHORITY**

11 31. In Ingram v. The Coca Cola Co. (N.D. Ga. 2001) 200 F.R.D. 685, 694 (quoting In
12 Re Southern Ohio Correctional Facility (S.D. OH 1997) 175 F.R.D. 270, 272), the court
13 approved enhanced awards of \$300,000 to each named Plaintiff in recognition of the services
14 they provided to the class by responding to discovery, participating in the mediation process, and
15 taking the risk of stepping forward on behalf of the class. In a wage and hour class action case in
16 Alameda County, entitled Beauchamp and Bethancourt v. Kaiser consolidated with Horne v.
17 Kaiser, Case No. RG07307245, where one of the named Plaintiffs lost his job, and the other
18 named Plaintiff ran the risk of future adverse employment consequences, the court awarded
19 \$35,000 to the Plaintiff who did **not** lose his job, and \$75,000 to the employee who did.

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

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

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. Fabian Gonzalez in Support of Motion for*
5 *Preliminary Approval filed on or about April 25, 2024*).

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
28 to vindicate the rights of others. If Plaintiff had not filed his present action, then no other class

1 member would have received any funds. Furthermore, in Lo Re v. Chase Manhattan Corp., 1979
2 U.S. Dist. LEXIS 12210, 19 FEP Cas. (BNA) 1366 (SDNY 1979), the court approved payment
3 of \$229,000 out of a \$1,579,000 settlement fund (**14.5%** of the total settlement) to the named
4 plaintiffs for their individual claims. The requested incentive amount of \$7,500.00 is less than
5 1% of the total settlement of \$1,000,000.00. One of the factors considered by the Lo Re court in
6 determining that such payments were fair was the fact that none of the absent class members
7 objected to the enhancements. The court held that this fact showed that the class members were
8 not offended by these enhancements. In the present case, there have likewise been no objections
9 to the enhancement request to date, by any of the 167 class members, and one can, therefore,
10 infer that none of the Class Members have any disagreement with such individual enhancements.
11 Furthermore, the requested incentive amount is less than 1% of the total gross settlement.

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

17 37. Based on the data received and assuming the opt out rate remains low, and all
18 terms of the settlement are approved as is, the total number of class members is 167. Here, this
19 litigation has resulted in a monetary benefit to the 167 Class Members because of the named
20 Plaintiff; the enhancements should be awarded for this commitment and dedication to the
21 litigations. The Plaintiff is entitled to the requested enhancement for the extensive work
22 performed over approximately one (1) year, and the risks he undertook and was unwilling to
23 settle the class action until he felt it was in the best interest of the Class. The Plaintiff has always
24 put the interest of the Class before his own interests.

25 38. In prosecuting this action, Plaintiff and class counsel vindicated an important
26 public policy. The wage provisions of the Labor Code, as well as the other Labor Code sections
27 alleged to have been violated, constitute an important public policy in this State. Moreover, the
28 State relies on the private enforcement of these rights in order to vindicate this public policy.

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

3 Executed this 27th day of September 2024, at Chino Hills, California.

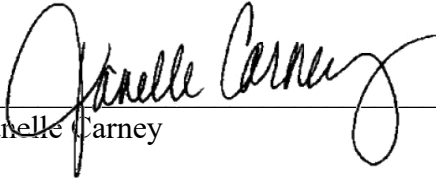
4
5 
6 Janelle Carney

Exhibit 1

1 Janelle Carney (Bar No. 201570)
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8 Telephone: (818) 914-3433/ Fax: (818) 914-3433
9

Attorneys for Plaintiff Fabian Gonzalez
10

11 SUPERIOR COURT OF CALIFORNIA
12 COUNTY OF SAN DIEGO

13 FABIAN GONZALEZ, individually and on
behalf of all others similarly situated,

14 Plaintiff,

15 v.
16

17 SEVEN SEAS ASSOCIATES, LLC, a California
Limited Liability Company; and DOES 1 to 100,
18

19 Defendants.
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ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego

04/30/2024 at 10:35:24 AM

Clerk of the Superior Court
By Mariejo Guyot, Deputy Clerk

FILED
Clerk of the Superior Court

MAY 17 2024

By: J. Virissimo, Deputy

Case No.: 37-2023-00042280-CU-OE-CTL
Judge: Loren G. Freestone

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

Date: May 17, 2024
Time: 10:00 a.m.
Dept.: C-64

Action filed: September 27, 2023

[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 Fabian Gonzalez, the Named Plaintiff ("Plaintiff" or "Named Plaintiff") against
3 Defendant Seven Seas Associates, LLC (hereinafter referred to as "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 Class Action and PAGA Settlement Agreement
6 (the "Settlement Agreement"), which, together with the exhibits annexed thereto, sets forth the
7 terms and conditions for a proposed Settlement and final resolution of the Action upon the terms
8 and conditions set forth therein; and the Court having read and considered the Settlement
9 Agreement and the exhibits 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 individuals
15 employed by Defendant at any time from September 27, 2019, through April 30, 2024.

16 2. Effective on the date when Defendant fully funds the entire Gross Settlement
17 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
18 Payments, Plaintiffs, Participating Class Members, and Class Counsel will release claims against
19 all Released Parties as follows:

20 **A. Plaintiff's Release.**

21 As part of the consideration for the settlement of Plaintiff's representative service
22 award, Plaintiff shall enter into individual general releases of all known and unknown
23 claims of any type whatsoever that they may have against the Released Parties. This
24 release is entitled "Individual General Release," ("Releases"). This Release is
25 incorporated herein by reference and attached to the Settlement Agreement as Exhibit
26 2. This Release will include, but will not be limited to, a release of all claims under
27 the Fair Employment and Housing Act, Americans with Disabilities Act, and Title
28 VII of the Civil Rights Act of 1964. This will also include a release of any and all

1 claims, known or unknown, contingent or accrued arising out of any act or event that
2 occurred prior to execution of the release, including a California Civil Code section
3 1542 waiver.

4 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes
5 of Plaintiff's Release, the named Plaintiff expressly waives and relinquishes the
6 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
7 which reads:

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

12 Plaintiff expressly acknowledges that the Release will include in their effect, without
13 limitation, all claims which Plaintiff does not know of or suspect to exist at the time
14 of signing this Agreement, and that this Agreement contemplates the release of any
15 such claims.

16 **B. Release by Class Members:**

17 Each Class Member who does not opt out of the settlement shall be deemed to release
18 the Released Parties from any and all claims, known or unknown, that: were asserted
19 in any and/or all of the complaints in the Action and/or any of Plaintiff's letters to the
20 LWDA (including any subsequently amended complaints or letters); and/or any and
21 all claims, that could have been asserted based on the factual allegations in all of the
22 complaints in the Action and/or any of Plaintiffs' letters to the LWDA (including any
23 subsequently amended complaints or letters). This includes but is not limited to
24 claims for or related to: pay for all hours worked/compensation due for services;
25 calculation of the regular rate of pay; meal periods; rest periods; meal and/or rest
26 period premiums pay, including the calculation of premium pay; wage statements;
27 failure to reimburse for work related out-of-pocket expenses, payment of wages at
28 termination; maintain accurate and complete records; unfair competition related to
any or all of the foregoing; any unpaid wages or compensation related to any or all of

1 the foregoing; restitution related to any or all of the foregoing; and any penalties,
2 including statutory or civil penalties, related to any or all of the foregoing.. This
3 release includes, but is not limited to any and all claims pursuant to: California Labor
4 Code §§ 200, 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197,
5 1197.1, 1198, and 2802, and 2698, et seq.; Business & Professions Code § 17200; and
6 Industrial Welfare Commission Wage Order 5-01. The release shall run through April
7 30, 2024.

8 **C. Release by PAGA Representative Action Members:**

9 Each PAGA Representative Action Member, irrespective of whether he or she opts
10 out of the settlement as a Non-Participating Class Member, shall be deemed to release
11 the Released Parties from any and all claims, known or unknown, for civil penalties
12 under California Labor Code section 2698 et seq. (PAGA) that: were asserted in any
13 and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the
14 LWDA (including any subsequently amended complaints or letters); and/or any and
15 all claims, that could have been asserted based on any or all the factual allegations in
16 any and/or all of the complaints in the Action and/or any of Plaintiffs' letters to the
17 LWDA (including any subsequently amended complaints or letters). This release
18 includes, but is not limited to, claims for PAGA civil penalties premised on: Labor
19 Code §§ 200, 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197,
20 1197.1, 1198, 2698, 2699, and 2802; failure to pay overtime; failure to pay for all
21 hours worked/compensation due for services; calculation of the regular rate of pay,
22 including failure to include all remuneration into the regular rate for overtime, rest
23 period premiums and meal period premiums; failure to provide meal periods and rest
24 periods; failure to pay meal period and rest period premiums, including the
25 calculation of the premium pay; failure to reimburse for work related out-of-pocket
26 expenses, failure to provide accurate itemized wage statements; inaccurate wage
27 statements; and failure to timely pay wages at termination; The release shall run
28 through April 30, 2024.

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

10 4. The Court finds on a preliminary basis that the Settlement appears to be fair,
11 reasonable and adequate, and one that would merit, ultimately, final approval by this Court. The
12 Court has reviewed the Settlement and recognizes the value thereof to the Class Members. The
13 Court finds, on a preliminary basis, that the Settlement is fair, adequate and reasonable as to all
14 Class Members when balanced against the potential outcomes of further litigation relating to
15 liability and damages issues. The Court further finds that the Settlement has been reached as the
16 result of serious and non-collusive, arms-length negotiations by Defendant and Plaintiff (the
17 “Settling Parties”).

18 5. A hearing (the “Settlement Hearing”) shall be held before this Court, located at
19 330 W. Broadway, San Diego, CA 92101-3827, on 10/18/24 at 10:30 am, in Department C-
20 64, to determine all necessary matters concerning the Settlement, including: whether the
21 proposed settlement of the Action should be finally approved by the Court; whether a Judgment,
22 as provided in the Settlement Agreement, should be entered herein; whether the plan of
23 allocation contained in the Settlement Agreement should be approved as fair, adequate and
24 reasonable to the Class Members; and to finally approve Class Counsel’s Fees Award and Cost
25 Award, the Class Representative’s Enhancement award, payment to the Labor and Workforce
26 Development Agency and the Settlement Administration Costs.

27 6. The Court hereby approves, as to form and content, the Notice, attached hereto as
28 Exhibit 1. The Court finds that distribution of the Notice, substantially in the manner and form

1 set forth in the Settlement Agreement and this Order, meets the requirements of due process, is
2 the best notice practicable under the circumstances, and will constitute due and sufficient notice
3 to all persons entitled thereto.

4 7. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and
5 hereby directs the Settlement Administrator to simultaneously mail or cause to be mailed to
6 Class Members the Notice (Exhibit 1) by first class mail at their last known address within
7 fourteen (14) days of receiving a Class Information from Defendant.

8 8. Any Class Member (as defined by the Settlement Agreement) may choose to opt-
9 out of the Settlement or object to the Settlement as provided in the Notice by following the
10 instructions for requesting exclusion from the Settlement Class or objecting to the settlement.
11 Class Members will have forty-five (45) days from the date of mailing of the Notice in which to
12 postmark objections or a notice of opting out. All Class Members who do not timely and
13 properly notify the Settlement Administrator of their desire to opt-out of the Settlement, shall
14 become bound by all determinations of the Court, the Settlement Agreement and Judgment.

15 9. Any Class Member who did not opt-out may appear at the Settlement Hearing and
16 may object or express his/her views regarding the Settlement and may present evidence and file
17 briefs or other papers that may be proper and relevant to the issues to be heard and determined by
18 the Court as provided in the Notice. However, if a Class Member requests exclusion, the Class
19 Member shall not be heard or entitled to object, and no papers or briefs submitted by any such
20 person shall be received or considered by the Court.

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

24 11. The Court reserves the right to adjourn or continue the date of the Final
25 Settlement Hearing and all dates provided for in the Settlement Agreement without further notice
26 to Class Members, and retains jurisdiction to consider all further applications arising out of or
27 connected with the proposed Settlement.
28

1
2 Dated: 5/17/24

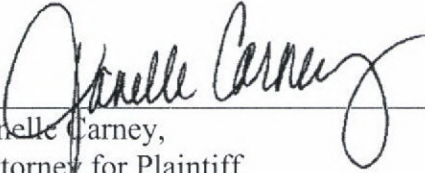

JUDGE OF THE SUPERIOR COURT
LOREN G. FREESTONE

3
4
5 APPROVED AS TO FORM AND CONTENT:

6
7 Date: April 30, 2024

JANELLE CARNEY – ATTORNEY AT LAW, APC
FRONTIER LAW CENTER

8
9
10 By:


Janelle Carney,
Attorney for Plaintiff
Fabian Gonzalez

11
12
13 Dated: April 29, 2024

KLEIN & PATEL, PC

14
15
16 By:


Sweta H. Patel
Attorney for Defendant

Exhibit 1

1 Janelle Carney (Bar No. 201570)
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9 Adam Rose, Esq. (Bar No. 210880)
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13 Calabasas, CA 91302
14 Telephone: (818) 914-3433/ Fax: (818) 914-3433

15 Attorneys for Plaintiff Fabian Gonzalez

16 **SUPERIOR COURT OF CALIFORNIA**

17 **COUNTY OF SAN DIEGO**

18 FABIAN GONZALEZ, individually and on
19 behalf of all others similarly situated,

20 Plaintiff,

21 v.

22 SEVEN SEAS ASSOCIATES, LLC, a California
23 Limited Liability Company; and DOES 1 to 100,

24 Defendants.

Case No.: 37-2023-00042280-CU-OE-CTL
Judge: Loren G. Freestone

**NOTICE OF CLASS ACTION
SETTLEMENT AND HEARING DATE
FOR FINAL COURT APPROVAL**

Action filed: September 27, 2023

1 **NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND**
2 **HEARING DATE FOR FINAL COURT APPROVAL**

3 *Gonzalez v. Seven Seas Associates, LLC*
4 Case No.: 37-2023-00042280-CU-OE-CTL
5 San Diego Superior Court

6 *The Superior Court for the State of California authorized this Notice. Read it*
7 *carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not*
8 *being sued.*

9 **You may be eligible to receive money** from an employee class action lawsuit (“Action”) against Defendant, Seven Seas Associates, LLC (hereinafter collectively referred to as “Defendant” or “Seven Seas”) for alleged wage and hour violations, including failing to pay all wages, specifically failing to pay for all time worked, proper premium overtime and failing to calculate the regular rate for overtime and when paying meal and/or rest period violations; and failing to provide compliant, off-premises meal periods and rest breaks and failure to provide accurate itemized wage statements, failing to reimburse for work related expenses, and waiting time penalties. The Action was filed by Fabian Gonzalez, a former employee of Defendant. Defendant denies all alleged violations and denies that it owes class members any damages, penalties, or other remedies. The Court has not made a ruling on the merits of the case.

18 Plaintiff seeks payment for a class of all current and former non-exempt hourly individuals employed by Defendant at any time from September 27, 2019, until the date of preliminary approval or April 30, 2024. The PAGA Period is September 27, 2022, through April 30, 2024.

22 The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

26 Based on Defendant’s records, and the Parties’ current assumptions, (1) **your estimated settlement share is \$_____**, your gross earnings based on hours worked during the class period are \$_____, and (2) **your Individual PAGA Payment is estimated to be \$_____.**

1 (Total Pay periods worked during the PAGA period are) The actual amount you may receive
2 likely will be different and will depend on a number of factors. (If no amount is stated for your
3 Individual PAGA Payment, then according to Defendant's records you are not eligible for an
4 Individual PAGA Payment under the Settlement because you didn't work during the PAGA
5 Period.)

6 If you believe that you earned more during the class period, you can submit a challenge
7 by the deadline date. See Section 4 of this Notice.

8 The Court has already preliminarily approved the proposed Settlement and approved this
9 Notice. The Court has not yet decided whether to grant final approval. Your legal rights are
10 affected whether you act or do not act. Read this Notice carefully. You will be deemed to have
11 carefully read and understood it. At the Final Approval Hearing, the Court will decide whether
12 to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and
13 Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment
14 that requires Defendant to make payments under the Settlement and requires Class Members and
15 Aggrieved Employees to give up their rights to assert certain claims against Defendant.

16 If you worked for Defendant during the Class Period and/or the PAGA Period, you have two
17 basic options under the Settlement:

18 (1) **Do Nothing.** You don't have to do anything to participate in the proposed
19 Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment.
20 As a Participating Class Member, though, you will give up your right to assert Class Period wage
21 and hour claims and PAGA Period penalty claims against Defendant.

22 (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class
23 Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the
24 Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual
25 Class Payment. You will, however, preserve your right to personally pursue Class Period wage
26 claims against Defendant. *You cannot opt-out of the PAGA portion of the proposed Settlement.*

27 **Defendant will not retaliate against you for any actions you take with respect to the**
28 **proposed Settlement.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____ (45 days)	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____ (45 days)	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class.
You can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

**You Can Challenge the
Calculation of Your
Workweeks/Pay Periods**

**Written Challenges Must be
Submitted by _____**

The amount of your Individual Class Payment is based on your total earnings and your PAGA payment is based on the total pay periods, respectively. Your gross earnings and total PAGA pay periods are based on Defendant's records, as stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay all wages, specifically failing to pay for all time worked, proper premium overtime and failing to calculate the regular rate for overtime and when paying meal and/or rest period violations; and failing to provide compliant, off-premises meal periods and rest breaks and failure to provide accurate itemized wage statements, failing to reimburse for work related expenses, and waiting time penalties. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Janelle Carney of Janelle Carney – Attorney at Law, APC, Manny Starr and Adam Rose of Frontier Law Center. ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contend they complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court's Final

1 Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By
2 agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

3 The Court preliminarily approved the proposed Settlement as fair, reasonable and
4 adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

5 **3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?**

6 1. Defendant Will Pay \$500,000.00 as the Gross Settlement Amount (Gross
7 Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by
8 the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the
9 Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment,
10 Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be
11 paid to the California Labor and Workforce Development Agency ("LWDA").

12 2. Funding of Gross Settlement Amount. Defendant shall fund the Gross Settlement
13 Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by
14 transmitting the funds to the Administrator, as follows:

15 a. Within 30 days of the Court entering an order granting preliminary
16 approval, Defendant shall deposit \$225,000.00 with the Administrator in an
17 interest-bearing escrow account.

18 b. Within 6 months of the Court entering an order granting final approval,
19 Defendant shall deposit \$275,000 and the applicable payroll taxes with the
20 Administrator in interest-bearing escrow account.

21 Within fourteen (14) days after Defendant fully funds the Gross Settlement Amount, the
22 Administrator will mail checks for all Individual Class Payments, all Individual PAGA
23 Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class
24 Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
25 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
26 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
27 precede disbursement of Individual Class Payments and Individual PAGA Payments.
28

1 The Judgment will be final on the date the Court enters Judgment, or a later date if
2 Participating Class Members object to the proposed Settlement or the Judgment is appealed.

3 2. Court Approved Deductions from Gross Settlement. At the Final Approval
4 Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions
5 from the Gross Settlement, the amounts of which will be decided by the Court at the
6 Final Approval Hearing:

7 A. Up to \$166,666.67 (33.33% of the Gross Settlement] to Class
8 Counsel for attorneys' fees and up to \$7,500.00 for their litigation
9 expenses. To date, Class Counsel have worked and incurred expenses on
10 the Action without payment.

11 B. Class Representative Award of up to \$7,500.00 to the Class
12 Representative for filing the Action, working with Class Counsel and
13 representing the Class (in addition to any Individual Class Payment, and
14 any Individual PAGA Payment, the Class Representative is entitled to
15 receive as a Participating Class Member).

16 C. Up to \$9,250.00 to the Administrator for services administering
17 the Settlement.

18 D. Up to \$50,000.00 for PAGA Penalties, allocated 75% (\$37,500.00) to the
19 LWDA PAGA Payment and 25% (\$12,500.00) in Individual PAGA
20 Payments to the Aggrieved Employees based on their PAGA Period Pay
21 Periods. Participating Class Members have the right to object to any of
22 these deductions. The Court will consider all objections.

23 3. Net Settlement Distributed to Class Members. After making the above deductions
24 in amounts approved by the Court, the Administrator will distribute the rest of the Gross
25 Settlement (the "Net Settlement") by making Individual Class Payments to Participating
26 Class Members based on their Class Period earnings.

27 4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking
28 the Court to approve an allocation of 30% of each Individual Class Payment to taxable wages

1 (“Wage Portion”) and 70% to [e.g., interest, and penalties] (“Non-Wage Portion.”). The Wage
2 Portion is subject to withholdings and will be reported on IRS W-2 Forms.

3 Defendant will separately pay employer payroll taxes it owes on the Wage Portion
4 outside the gross settlement fund. The Individual PAGA Payments are counted as penalties
5 rather than wages for tax purposes. The Administrator will report the Individual PAGA
6 Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. It
7 will be your responsibility to pay any tax owing on these amounts.

8 Although Plaintiff and Defendant have agreed to these allocations, neither side is giving
9 you any advice on whether your Payments are taxable or how much you might owe in taxes.
10 You are responsible for paying all taxes (including penalties and interest on back taxes)
11 on any Payments received from the proposed Settlement. You should consult a tax advisor if you
12 have any questions about the tax consequences of the proposed Settlement.

13 5. Need to Promptly Cash Payment Checks. The front of every check issued for
14 Individual Class Payments and Individual PAGA Payments will show the date when the check
15 expires (the void date). If you don’t cash it by the void date, your check will be automatically
16 cancelled, and the monies will be deposited with the California Controller's Unclaimed Property
17 Fund in your name. If the monies represented by your check are sent to the Controller’s
18 Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve
19 your money.

20 6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated
21 as a Participating Class Member, participating fully in the Class Settlement, unless you notify
22 the Administrator in writing, not later than _____, that you wish to opt-out. The
23 easiest way to notify the Administrator is to send a written and signed Request for Exclusion by
24 the _____ Response Deadline. The Request for Exclusion should be a letter from a
25 Class Member or his/her representative setting forth a Class Member’s name, present address,
26 telephone number, and a simple statement electing to be excluded from the Settlement. Excluded
27 Class Members (i.e., Non-Participating Class Members) will not receive Individual Class
28

1 Payments, but will preserve their rights to personally pursue wage and hour claims against
2 Defendant.

3 You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude
4 themselves from the Class Settlement (Non-Participating Class Members) remain eligible for
5 Individual PAGA Payments and are required to give up their right to assert PAGA
6 claims against Defendant based on the PAGA Period facts alleged in the Action.

7 7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is
8 possible the Court will decline to grant Final Approval of the Settlement or decline to enter a
9 Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff
10 and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not
11 pay any money and Class Members will not release any claims against Defendant.

12 8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc.
13 (the "Administrator") to send this Notice, calculate and make payments, and process Class
14 Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges
15 over total earnings, mail and remail settlement checks and tax forms, and perform other tasks
16 necessary to administer the Settlement. The Administrator's contact information is contained in
17 Section 9 of this Notice.

18 9. Participating Class Members' Release. After the Judgment is final and Defendant
19 has fully funded the Gross Settlement and separately paid all employer payroll taxes,
20 Participating Class Members will be legally barred from asserting any of the claims released
21 under the Settlement. This means that unless you opted out by validly excluding yourself from
22 the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against
23 Seven Seas Associates, LLC, or related entities for wages and penalties based on the Class
24 Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and
25 resolved by this Settlement.

26 The Participating Class Members will be bound by the following release which includes
27 all the released parties as stated in the settlement agreement on file with the court including but
28 not limited to Defendant, and their subsidiaries, facilities, parents and attorneys, and agents, and

1 each of their past, present and future officers, directors shareholders, managers, general partners,
2 employees, agents, principals, owners, founders, heirs, representatives, accountants, auditors,
3 consultants, attorneys, and insurers.:

4 Each Class Member who does not opt out of the settlement shall be deemed to
5 release the Released Parties from any and all claims, known or unknown, that:
6 were asserted in any and/or all of the complaints in the Action and/or any of
7 Plaintiff's letters to the LWDA (including any subsequently amended complaints
8 or letters); and/or any and all claims, that could have been asserted based on the
9 factual allegations in all of the complaints in the Action and/or any of Plaintiffs'
10 letters to the LWDA (including any subsequently amended complaints or letters).
11 This includes but is not limited to claims for or related to: pay for all hours
12 worked/compensation due for services; calculation of the regular rate of pay; meal
13 periods; rest periods; meal and/or rest period premiums pay, including the
14 calculation of premium pay; wage statements; failure to reimburse for work
15 related out-of-pocket expenses, payment of wages at termination; maintain
16 accurate and complete records; unfair competition related to any or all of the
17 foregoing; any unpaid wages or compensation related to any or all of the
18 foregoing; restitution related to any or all of the foregoing; and any penalties,
19 including statutory or civil penalties, related to any or all of the foregoing.. This
20 release includes, but is not limited to any and all claims pursuant to: California
21 Labor Code §§ 200, 201, 202, 203, 204, 218, 226, 226.7, 510, 512, 558, 1194,
22 1194.2, 1197, 1197.1, 1198, and 2802, and 2698, et seq.; Business & Professions
23 Code § 17200; and Industrial Welfare Commission Wage Order 5-01. The release
24 shall run through April 30, 2024

17 10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and
18 Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes),
19 all Aggrieved Employees will be barred from asserting PAGA claims against Defendant,
20 whether or not they exclude themselves from the Settlement. This means that all Aggrieved
21 Employees, including those who are Participating Class Members and those who opt-out of the
22 Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against
23 Seven Seas Associates, LLC, or their related entities based on the PAGA Period facts alleged in
24 the Action and resolved by this Settlement.

25 The Aggrieved Employees' Releases for Participating and Non-Participating Class
26 Members are as follows:

27 Each PAGA Representative Action Member, irrespective of whether he or she
28 opts out of the settlement as a Non-Participating Class Member, shall be deemed

1 to release the Released Parties from any and all claims, known or unknown, for
2 civil penalties under California Labor Code section 2698 et seq. (PAGA) that:
3 were asserted in any and/or all of the complaints in the Action and/or any of
4 Plaintiff's letters to the LWDA (including any subsequently amended complaints
5 or letters); and/or any and all claims, that could have been asserted based on any
6 or all the factual allegations in any and/or all of the complaints in the Action
7 and/or any of Plaintiff's letters to the LWDA (including any subsequently
8 amended complaints or letters). This release includes, but is not limited to, claims
9 for PAGA civil penalties premised on: Labor Code §§ 200, 201, 202, 203, 204,
10 218, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 2698, 2699,
11 and 2802; failure to pay overtime; failure to pay for all hours
12 worked/compensation due for services; calculation of the regular rate of pay,
including failure to include all remuneration into the regular rate for overtime,
meal period premiums; failure to provide meal periods; failure to pay meal period
premiums, including the calculation of the premium pay; failure to reimburse for
work related out-of-pocket expenses, failure to provide accurate itemized wage
statements; and failure to timely pay wages at termination; The release shall run
through the date the San Diego Superior Court grants preliminary approval of the
settlement or April 30, 2024, whichever occurs first.

13 **4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

14 A. The estimated proportionate share of the Net Settlement Amount shall be
15 determined by the Settlement Administrator pursuant to the following formula:

16 1. To determine the Gross Individual Settlement Payment for each
17 Participating Settlement Class Members, the Settlement Administrator will:

- 18 i. Determine the Total Earnings paid to all the Participating Settlement
19 Class Members during the Class Period as provided in the Class List and
20 Data Report.
- 21 ii. Determine the amount of Earnings each Participating Settlement Class
22 Member earned while employed as a Settlement Class Member during
23 the applicable Class Period as provided in the Class List and Data
24 Report.
- 25 iii. Calculate each Participating Settlement Class Member's Gross
26 Individual Wages Percentage by dividing the individual Participating
27 Settlement Class Member's Earnings by the Total Earnings earned by all
28 Participating Settlement Class Members.

- 1 iv. The distribution of the Net Class Settlement Fund is determined by
2 allocating to each Participating Settlement Class Member a percentage
3 of the Net Class Settlement Fund that is equivalent to his or her Gross
4 Individual Wages Percentage. The resulting monetary amount is the
5 Gross Individual Settlement Payment for each Participating Settlement
6 Class Members.
- 7 v. For taxation purposes, the Gross Individual Settlement Payment to each
8 Participating Settlement Class Member shall be allocated as follows:
9 seventy percent (70%) shall be attributed to penalties and interest and
10 payable on a IRS form 1099 and thirty percent (30%) shall be attributed
11 to wages ("Wage Component"), to be reported on a W-2 form.
- 12 vi. The Settlement Administrator shall determine the eligibility for, and the
13 amounts of, any Individual Settlement Payments under the terms of this
14 Settlement Agreement.
- 15 vii. The Gross Individual Settlement Payments will be reduced by any
16 required legal deductions for each Participating Settlement Class
17 Member. Standard employer and employee payroll deductions will be
18 made for state and federal withholding taxes and any other applicable
19 payroll deductions owed by the Participating Class Members as a result
20 of the Wage Component. The Settlement Administrator will issue a
21 check and W-2 Form to each Participating Settlement Class Member for
22 the Wage Component.
- 23 viii. The Parties stipulate to a) class certification for purposes of settling the
24 Action only; and b) stipulate to stay the action pending approval. The
25 Parties agree that class certification will be revoked if the Court denies
26 preliminary or final approval of the settlement, or if the settlement does
27 not become final for any other reason. The Parties shall cooperate in
28 good faith to secure a court order staying the Action and all deadlines,

1 pending implementation of the settlement. If the settlement is declared
2 null and void by Defendant pursuant to Paragraph 10, or if the Court
3 denies preliminary or final approval of the settlement, the Parties will
4 resume litigation.

- 5 ix. Effect of Non-Participating Class Members on Calculation of Individual
6 Class Payments (i.e., those that have requested exclusion). Non-
7 Participating Class Members will not receive any Individual Class
8 Payments. The Administrator will retain amounts equal to their
9 Individual Class Payments in the Net Settlement Amount for distribution
10 to Participating Class Members on a pro rata basis.

11 2. PAGA Representative Action Members estimated proportionate share of
12 the PAGA Settlement Amount shall be determined by the Settlement Administrator pursuant to
13 the following formula:

- 14 i. Individual PAGA Members who worked as current and former
15 non-exempt hourly individuals employed by Defendant at any time
16 from September 27, 2022, until the date of preliminary approval or
17 April 30, 2024, whichever is earlier;
- 18 ii. To calculate each PAGA Individual's proportionate share: The
19 Settlement Administrator shall calculate the total aggregate
20 number of Pay Periods that all PAGA Individuals were employed
21 by, and worked for, Defendant as non-exempt hourly individuals
22 employed in California at any time during the PAGA Period. The
23 value of each individual Pay Period shall then be determined by
24 dividing the PAGA Payment Amount of \$12,500.00 by the Total
25 Pay Periods, resulting in the "Pay Period Value." Each Individual
26 PAGA Share shall then be determined by multiplying the
27 Individual PAGA Member's number of Pay Periods by the Pay
28 Period Value.

1 B. Total Earnings/Pay Period Challenges. The total gross earnings you earned during
2 the Class Period and the number of PAGA Pay Periods you worked during the PAGA
3 Period, as recorded in Defendant's records, are stated in the first page of this Notice. You
4 have until _____ to challenge these figures. You can submit your challenge by
5 signing and sending a letter to the Administrator via mail. (See Section 9 of this Notice for the
6 Administrator's contact information.)

7 You need to support your challenge by sending copies of pay stubs or other records. The
8 Administrator will accept Defendant's calculation of your total earnings and/or Pay Periods
9 based on Defendant's records as accurate unless you send copies of records containing contrary
10 information. You should send copies rather than originals because the documents will not be
11 returned to you. The Administrator will resolve challenges based on your submission and on
12 input from Class Counsel (who will advocate on behalf of Participating Class Members) and
13 Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise
14 challenge its final decision.

15 **5. HOW WILL I GET PAID?**

16 1. Participating Class Members. The Administrator will send, by U.S. mail, a single
17 check to every Participating Class Member (i.e., every Class Member who doesn't opt-out)
18 including those who also qualify as Aggrieved Employees. The single check will combine the
19 Individual Class Payment and the Individual PAGA Payment. Please make sure the
20 administrator has your correct address.

21 2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a
22 single Individual PAGA Payment check to every Aggrieved Employee who opts out of the
23 Class Settlement (i.e., every Non-Participating Class Member). Your check will be sent to the
24 same address as this Notice. If you change your address, be sure to notify the Administrator as
25 soon as possible. Section 9 of this Notice has the Administrator's contact information.

26 **6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?**

27 Submit a written and signed letter with your name, present address, telephone number,
28 and a simple statement that you do not want to participate in the Settlement. The Administrator

will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Gonzalez v. Seven Seas Associates, LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least sixteen (16) court days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Gonzalez v. Seven Seas Associates, LLC* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection.

Section 9 of this Notice has the Administrator's contact information.

1 Alternatively, a Participating Class Member can object (or personally retain a lawyer to
2 object at your own cost) by attending the Final Approval Hearing. You (or your attorney)
3 should be ready to tell the Court what you object to, why you object, and any facts that support
4 your objection. See Section 8 of this Notice (immediately below) for specifics regarding the
5 Final Approval Hearing.

6 **8. CAN I ATTEND THE FINAL APPROVAL HEARING?**

7 You can, but don't have to, attend the Final Approval Hearing on _____, 2024 at
8 _____ in Department C-64 of the San Diego Superior Court, located at 330 W. Broadway
9 San Diego, CA. At the Hearing, the judge will decide whether to grant Final Approval of the
10 Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and
11 the Administrator. The Court will invite comment from objectors, Class Counsel and Defense
12 Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally,
13 or virtually. Check the Court's website for the most current information.

14 It's possible the Court will reschedule the Final Approval Hearing. You should check the
15 Court's website at <https://roa.sdcourt.ca.gov/roa/> beforehand or contact Class Counsel to verify
16 the date and time of the Final Approval Hearing.

17 **9. HOW CAN I GET MORE INFORMATION?**

18 The Agreement sets forth everything Defendant and Plaintiff have promised to do under
19 the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other
20 Settlement documents is to go to the court's website at <https://roa.sdcourt.ca.gov/roa/>. You can
21 also telephone or send an email to Class Counsel or the Administrator using the contact
22 information listed below. You can also make an appointment to personally review court
23 documents in the Clerk's Office at the San Diego Superior Court courthouse by calling (619)
24 450-7064.

25 **DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION**
26 **ABOUT THE SETTLEMENT.**

27 **Class Counsel:**
28

Janelle Carney, Esq.
JANELLE CARNEY – ATTORNEY AT LAW, APC
14758 Pipeline Ave., Suite E
Chino Hills, CA 91709
Tel. (909) 521-9609
Email: Janelle@JanelleCarneyLaw.com

Manny Starr, Esq.
Adam Rose, Esq.
FRONTIER LAW CENTER
23901 Calabasas Road, #1084
Calabasas, CA 91302
Telephone: (818) 914-3433
Email: Manny@frontierlawcenter.com; Adam@frontierlawcenter.com;

Settlement Administrator: ILYM Group, Inc.
Name of Company:
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the Unclaimed Property Fund https://www.sco.ca.gov/upd_inss.html, for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Exhibit 2

Jerin Wilkinson

From: Adam Rose <adam@frontierlawcenter.com>
Sent: Thursday, April 25, 2024 5:17 PM
To: Janelle Carney; Jerin Wilkinson
Subject: Fw: Thank you for your Proposed Settlement Submission - Gonzalez v. Seven Seas

Adam Rose

Tel: (818) 914-3433 | Direct: (818) 963-5986
23901 Calabasas Rd, Suite 1084 | Calabasas, CA 91302

www.FrontierLawCenter.com



Confidentiality Notice:

This message (including any attachments) may contain confidential or otherwise privileged information and is intended only for the individual(s) to which it is addressed. If you received this message in error, please reply to this message to notify the sender and follow with its deletion.

From: DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
Sent: Thursday, April 25, 2024 3:15 PM
To: Adam Rose <adam@frontierlawcenter.com>
Subject: Thank you for your Proposed Settlement Submission

04/25/2024 03:14:49 PM

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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

Jerin Wilkinson

From: DIR PAGA Unit <no-reply@formassembly.com>
Sent: Thursday, September 12, 2024 11:06 AM
To: Jerin Wilkinson
Subject: Thank you for your Court Order or Judgment Submission

Follow Up Flag: Follow up
Flag Status: Flagged

09/12/2024 09:06:12 AM

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							
09/28/2023	Expense		LWDA	DLSE PAGA	Capitol One Credit card	75.00	75.00
10/03/2023	Expense		janney & janney	filing costs	Capitol One Credit card	461.44	536.44
02/28/2024	Expense		janney & janney	filing fees	Capitol One Credit card	13.39	549.83
05/04/2024	Expense		janney & janney	filing fees	Capitol One Credit card	13.39	563.22
05/25/2024	Expense		janney & janney	filing fees	Capitol One Credit card	13.39	576.61
08/16/2024	Expense		janney & janney	filing costs	Capitol One Credit card	14.16	590.77
Total for Court Costs						\$590.77	
expert witness							
02/27/2024	Check	1302	JT Calcs	CHECK 1302	Checking (9585)	925.00	925.00
Total for expert witness						\$925.00	
Mediation							
01/16/2024	Expense		judicate west	OTHER DECREASE ADJUDICATE INC JUDICATE W011624	Checking (9585)	2,062.50	2,062.50
Total for Mediation						\$2,062.50	
Total for Expenses						\$3,578.27	

Exhibit 4

CPI Inflation Calculator

\$

in year1 month year1 year

has the same buying power as

in year2 month year2 year

Exhibit 5

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

Fabian Gonzalez

Date: 9/26/2024

File Number: 61265/

Re: Gonzalez v. Seven Seas Associates, LLC

<u>Date</u>	<u>Initials</u>	<u>Description of Service</u>	<u>Hours</u>	<u>Amount</u>
09/12/2023	JC	Gonzalez (review documents / file) prepare JPA (1.)	1.00	800.00
09/20/2023	JC	LWDA ltr on Gonzalez (1.5)	1.50	1,200.00
09/25/2023	JC	Review changes to LWDA ltr and final (.4)	0.40	340.00
09/26/2023	JC	Prep Complaint (7.)	7.00	5,950.00
11/16/2023	JC	Call w/ defense re setting up early mediation. .3 research mediator (.8)	1.10	935.00
11/26/2023	JC	Prep FAC and email opc re follow up on mediation (1.)	1.00	850.00
11/29/2023	JC	Email corresp re mediation w/ opc (.4)	0.40	340.00
11/30/2023	JC	Prep NAR and email opc (.8)	0.80	640.00
12/06/2023	JC	Various emails about setting mediation (.4)	0.40	340.00
12/07/2023	JC	Prep data demand ltr for mediation (1.)	1.00	850.00
01/26/2024	JC	Review Answer (1.)	1.00	850.00
01/28/2024	JC	Review data from Defendant and email expert (1.)	1.00	800.00
02/04/2024	JC	Email expert calculations to run (.8)	0.80	640.00
02/09/2024	JC	LR issues, review intake and client docs and draft mediation brief (7.5)	7.50	6,000.00
02/10/2024	JC	Review expert calcs, LR interest & Liquidated damages, review witness statemetns and LR issues re owners of the LLC (3.5)	3.50	2,800.00
02/12/2024	JC	Finalize med brief w/ exhibits, review JT final calcs and email opc w/ documents that support the case (2.5); Prepare MOU in advance of mediation (2.)	4.50	3,600.00
02/14/2024	JC	Email opc w/ Draft Damage schedule (.8)	0.80	640.00
02/16/2024	JC	Pre mediation call w/ FLC in prep for mediation (.5) attend mediation and revise MOU (7.)	7.50	6,000.00
02/22/2024	JC	Prep SA (2.5)	2.50	2,000.00
02/23/2024	JC	Draft indy settlement agreement (1.)	1.00	800.00
02/26/2024	JC	Email SA to Defendant and review reply (.4)	0.40	340.00
03/08/2024	JC	Appear at CMC and email FLC w/ results (.5)	0.50	425.00
03/13/2024	JC	Email corresp w/ OPC re formula for settlement agreement (.8)	0.80	680.00
03/16/2024	JC	Email corresp w/ OPC (.4) revise SA re new formula (1.5) prep Ntc of settlement (2.5)	4.40	3,740.00
03/22/2024	JC	Prep MPA re PA (7.4)	7.40	6,290.00
03/23/2024	JC	Review redline changes to SA and corresp w/ FLC (1.5)	1.50	1,275.00
03/29/2024	JC	Further changes to agreement and email corresp w/ opc (1.)	1.00	850.00
03/30/2024	JC	Prepare proposed order and email opc draft (1.5)	1.50	1,275.00
04/01/2024	JC	Decl jc pa (3.5); Decl client (1.5)	5.00	4,250.00

04/30/2024	JC	Prep and file a supplemental declaration (.4)	0.40	340.00
05/16/2024	JC	Review TR and email corresp w/ OPC (.8)	0.80	680.00
05/30/2024	JC	Review spreadsheet and email re calcs (.4)	0.40	340.00
06/24/2024	JC	Review status email and save report (.4)	0.40	340.00
07/08/2024	JC	Review status email and save report (.4)	0.40	340.00
07/17/2024	JC	Review status email and save report (.4)	0.40	340.00
07/29/2024	JC	Review status report (.4)	0.40	340.00
08/02/2024	JC	Review status email and save report (.4)	0.40	340.00
08/12/2024	JC	Review ILYM decl draft and email and provide ok (.5)	0.50	425.00
08/14/2024	JC	Review email corresp and approve the decl of ILYM to be filed (.4)	0.40	340.00
09/11/2024	JC	Prepare MPA re FA and email corresp w/ FLC (7.5)	7.50	6,375.00
09/24/2024	JC	Prep proposed order and email opc (1.) work on decl JC re FA (2.) prep ntc (.8)	3.80	3,230.00
09/25/2024	JC	Email corresp w/ OPC (.4)	0.40	340.00
09/26/2024	JC	Finalize all papers for filing FA, Ntc, MPA, Decl JC, and review AR decl (1.5)	1.50	1,275.00
Total Fees			84.90	\$70,545.00

Time Summary

<u>Initials</u>	<u>Rate</u>	<u>Hours</u>	<u>Amount</u>
JC	830.92	84.90	70,545.00

TOTAL NEW CHARGES**\$70,545.00****STATEMENT OF ACCOUNT**

Current Fees

70,545.00

AMOUNT DUE AND OWING TO DATE**\$70,545.00**