D.LAW, INC.
Natalie Haritoonian (SBN 324318)
n.haritoonian@d.law
Enoch J. Kim (SBN 261146)
Matthew Carraher (SBN 346860)
m.carraher@d.law
Jonas Agle (SBN 352712)
j.agle@d.law
250 N Madison Ave., 2nd Floor
Pasadena, CA 91101
Telephone: (818) 962-6465
Fax: (818) 962-6469

Attorneys for Plaintiffs

(Additional Counsel on following page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN DIEGO

LUIS ALBERTO BONILLA and JORGE RODRIGUEZ, an individual on behalf of himself and all others similarly situated,

Plaintiffs,

v.

ARCOS MANAGEMENT INC., a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 37-2024-00024322-CU-OE-CTL

Hon. Matthew C. Braner
Dept. 60

CLASS ACTION

DECLARATION OF CONOR J.D. GOMEZ IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Motion for Prelim. App. Hearing:
Date: March 26, 2027
Time: 9:00 a.m.

[Filed concurrently with Plaintiffs' Notice of Motion and Motion of Preliminary Approval of Class Action Settlement, Plaintiffs' Memorandum of Points and Authorities, Declarations, and [Proposed] Order]

Action Filed: May 24, 2024

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Conor J.D. Gómez (State Bar No. 337395)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
nick@ferrarovega.com / lauren@ferrarovega.com
conor@ferrarovega.com

Attorneys for Plaintiffs

I, Conor J.D. Gómez, declare as follows:

I am counsel of record for Plaintiffs Luis Alberto Bonilla and Jorge Rodriguez ("Plaintiff Rodriguez" and "Plaintiff Bonilla" or "Plaintiffs") in this action. I am the Settlement Attorney at Ferraro Vega Employment Lawyers, Inc. ("FVEL") and am licensed to practice law in the State of California. I submit this declaration (this "Declaration") in support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, including all accompanying documents submitted therewith (the "Motion"). If called as a witness, I would testify honestly to the below facts based on my personal knowledge. All defined terms used herein without definition shall be given their meanings as stated in the Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement").

1. On or about February 21, 2025, Plaintiff Rodriguez paid the requisite PAGA filing fee and provided written notice (by online electronic filing with the LWDA and by certified mail to Defendant Arcos Management Inc. ["Defendant"]) of Defendant's alleged Labor Code violations, including the facts and theories to support the alleged violations.

2. A true and correct copy of Plaintiff Rodriguez' written PAGA Notice, entitled "Notice of Labor Code Violations" is attached hereto as **Exhibit 1** and incorporated by reference as though fully set forth herein (the "PAGA Notice").

Preliminary Approval Standards

3. My experience in wage and hour class action litigation is described below and our updated Firm Resume is attached hereto as **Exhibit 2**. My colleagues, Nicholas J. Ferraro and Lauren N. Vega, also have substantial experience in handling class actions and other complex litigation as both an employment defense and plaintiff's lawyer in cases like this one. We have engaged in significant pre-litigation investigation, witness interviews, formal and informal discovery, damage analysis, and other litigation efforts on behalf of Plaintiffs and the putative Class. FVEL has extensive experience litigating class actions on behalf of both plaintiffs and defendants. Our litigation practice focuses primarily on wage and hour claims arising under California and federal law. FVEL has already invested significantly in the investigation, litigation, and resolution of this case and will continue to devote the necessary resources to bring the matter through final approval and conclusion.

4. Defense counsels are skilled and sophisticated lawyers, with significant class action experience, from the law firm of Higgs Fletcher & Mack LLP. Defense counsels' defense and counsel to their client throughout this case is reflective of their substantial skill and experience in similar litigation.

5. Ultimately, the settlement is fair, reasonable, and in the best interest of the Class in light of the monetary recovery, difficulties of this litigation, the developing state of the law, risks of certification/decertification, summary adjudication, the lengthy process of establishing damages, and delay and uncertainty of appeals. Although the exchange of documents, data, records, and information in advance of mediation was significant, the Parties still had extensive discovery to complete in formal litigation had the matter not settled. This would have required an expenditure of substantial time and resources by both Parties over the course of the next several years. We would have continued to advance the case through written discovery, third party witness investigations, and depositions, whereas Defendant would have prepared motions for summary judgment on ripe legal issues. Even if Plaintiffs certified all claims and avoided summary judgment on certain legal issues, the Parties would incur considerably more attorneys' fees and costs through additional motions, trial, and possible appeal. Instead, this settlement avoids those risks and the accompanying expenses on the Parties, the Court, and the putative Class Members.

6. FVEL will continue to represent Plaintiffs and the best interests of the putative Class throughout final approval of the proposed Settlement in this case. Neither FVEL nor Plaintiffs have any conflicts of interest with the Class as a whole or with any individual Class Member. There are no ancillary agreements made in connection with the proposed settlement between or among Plaintiffs, Defendant, or their respective counsel of record.

Attorneys' Fees and Costs

7. FVEL will file a motion for reimbursement of verified litigation expenses and an award of fees not to exceed one-third of the Gross Settlement Amount. The request for Attorneys' Fees as a percentage of the common fund is reasonable in light of the amount recovered, result obtained for the Class, hours expended, and other relevant factors, and will be supported by additional evidence submitted at the final approval stage, including support for the reasonable hourly rate, hours, and

additional factors justifying the request for Attorneys' Fees and reimbursement of Litigation Costs advanced on a contingent-fee basis.

Service Payment to Plaintiffs

8. The Settlement provides for a Class Representative Service Payment of $7,500 to each Plaintiff (totaling $15,000) to recognize Plaintiffs' substantial effort, risk, and initiative in assisting with the prosecution and resolution of this case. Plaintiffs dedicated and invested considerable time and energy assisting their attorneys with the prosecution of the action. Plaintiffs' steadfast contributions in light of the risks and stresses of the case litigation should be acknowledged.

Experience & Adequacy of Counsel

9. I am the head of FVEL's Settlement Department and counsel of record in more than one dozen wage and hour class and representative actions filed throughout the State of California, in state and federal courts. I lead our firm in ushering class and PAGA representative actions through the settlement process in a smooth and efficient manner.

10. As set forth on our Firm Resume, attached hereto as Exhibit 2, FVEL has handled many wage and hour class and representative actions through litigation and final judgment.

11. I am a graduate of the University of California, Los Angeles School of Law and the University of California, San Diego.

12. I was admitted to the State Bar of California in 2021, and I have worked for multiple plaintiff-side employment firms in Southern California, with cases all throughout the State of California. I have over five years of experience working with multiple firms on individual claims involving unpaid wages, wrongful termination, discrimination, harassment, and retaliation claims arising under the California Fair Employment and Housing Act, California Labor Code, and common law, where I consistently settled cases in the five- and six-figure range, and working on class and PAGA representative actions just like this one for wage and hour violations with settlements in the six- and seven-figure range.

13. In addition to my legal practice, I am a certified mediator through the California Lawyers for the Arts. I have also worked for the Sacramento Mediation Center. I am also an adjunct professor at the Thomas Jefferson School of Law.

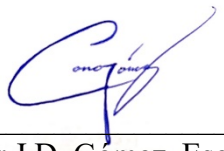
14. I have been a guest speaker and lecture at many organizations throughout California, including the University of California, Irvine, and I have presented workshops on various legal topics, including California labor laws, mediation, and settlement. I also make short-form legal information videos on California wage and hour and other employment law topics on my personal online platforms (which has over one-thousand followers to date, and thousands more views) to educate the public on their rights at work.

15. I began my career as a transactional attorney representing business, and I have provided advice and counsel to many California for-profit and non-profit organizations regarding labor law compliance, including drafting employment agreements, separation agreements, and employee handbooks. This duality of experience sitting on both sides of the table informs my practice and allows me to work seamlessly with defense counsel to coordinate the approval process.

Concluding Statements

16. In sum, I believe that the Settlement in this case is fair, reasonable, and in the best interests of the Class in light of the monetary recovery, challenges of the case, recent developments in wage and hour law, the risks of certification and decertification, adverse summary adjudication rulings, and the lengthy process of establishing damages, and potential appeals. The Settlement presented an excellent opportunity for the Class to obtain a robust and substantial Settlement of $699,990, which should be approved. The Settlement was reached only after extensive evaluation and review of employment records, including third-party consultant's wage and hour analysis.

I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct. Executed on November 5, 2026, in San Diego, California.



Conor J.D. Gómez, Esq.
Attorney for Plaintiffs Luis Alberto Bonilla and Jorge Rodriguez

EXHIBIT 1

FERRARO VEGA
SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3333 Camino del Rio South, Suite 300
San Diego, California 92108

619-693-7727
619-350-6855 fax
ferrarovega.com

February 21, 2025

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA CERTIFIED U.S. MAIL
- Electronic Return Receipt -

Arcos Management Inc.
2600 Temple Heights, Suite E
Oceanside, California 92056

- PAGA Notice & Filing Fee -
Submitted electronically to the Labor and Workforce Development Agency

Dear LWDA Officer and Company Representatives:

This letter serves as written notice under Labor Code section 2699.3 on behalf of **JORGE RODRIGUEZ** ("Plaintiff(s)") and all other "aggrieved employees" of the following "Defendant(s)":

ARCOS MANAGEMENT INC.;

Defendant(s) shall mean and include the foregoing in addition to any other related employer entities, individuals under Labor Code sections 558 and 558.1, and all others who may be later added upon further investigation and discovery as liable employers.

This office serves as legal counsel for Plaintiff. If the California Labor and Workforce Development Agency ("LWDA") does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed 65-day period under Labor Code section 2699.3, Plaintiff intends to commence a civil action against Defendants as a proxy and agent of the State of California under the Private Attorneys General Act ("PAGA"). "PAGA allows an 'aggrieved employee'—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer." *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79. Plaintiff maintains standing to pursue these claims against Defendants as an aggrieved employee.

Through this notice, Plaintiff requests that Defendants complete an internal investigation and audit of the wage and hour and employment practices at issue and make a good faith effort to correct any violations. Plaintiff attempts to identify the non-compliant policies and practices affecting the aggrieved employees so that the parties may resolve the underlying damages and penalties in judgment or settlement approved by the Superior Court of California under Labor Code section 2699(s). Defendants are notified that any attempt to resolve this case should be conducted in coordination with Plaintiff's counsel to protect the interests of Plaintiff, the aggrieved employees, and the State of California via the LWDA. Plaintiff advises Defendants this letter should be also considered a reasonable attempt at settlement of this matter, subject to an exchange of additional documents and information. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal. 4th 553, 561.

- BACKGROUND -

Defendants employed Plaintiff during the PAGA Period in the positions of Crew Member and currently as a Manager from about May 16, 2022 to the Present. During their employment Plaintiff and the other aggrieved employees were subject to the wage and hour and employment protections set forth in the California Labor Code and IWC Wage Orders.

Through this notice, Plaintiff informs the LWDA of the Labor Code violations set forth herein. The "aggrieved employees" include Plaintiff and the following individuals:

> All current and former non-exempt employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of trial in any pending action (the "aggrieved employees" and the "PAGA Period").

Plaintiff reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action. Furthermore, Plaintiff seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered.

- PAGA CLAIMS -

Unpaid Hours Worked/Minimum Wage
Violation of Labor Code §§ 1194, 1197, 1198; IWC Wage Orders

Defendants violated Labor Code sections 1194, 1197, and 1198, along with the California Minimum Wage Order, the applicable local minimum wage ordinances, and the "Hours and Days of Work" and "Minimum Wages" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 1194 renders it unlawful for an employee to receive less than the legal minimum wage for hours worked in California. Labor Code section 1197 further mandates

that "[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful." Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The California Minimum Wage Order and the applicable sections of the IWC Wage Orders further require payment of minimum wages for all hours worked. The "Minimum Wages" sections of the applicable IWC Wage Order provide that "[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise." The foregoing California wage laws require payment of "not less than the applicable minimum wage *for all hours worked* in the payroll period" and California law does not allow averaging of pay over the hours worked in the pay period, even if the total pay results in an average above the minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal. App. 3d 314, 324.

Defendants failed to pay Plaintiff and the aggrieved employees at the lawful minimum wage rate for all hours worked, resulting in unpaid minimum wages. Specifically, Defendants engaged in an unlawful policy and practice of requiring Plaintiff and aggrieved employees to complete work off-the-clock, without compensation. For example, Plaintiff and other aggrieved employees regularly had to work through their off-the-clock meal periods on some occasions, when they were needed due to the high volume of work at the restaurant and understaffing. As discussed in more detail in the meal periods section, Plaintiff and the aggrieved employees' meal periods would be interrupted and/or cut short and they would have to return to work to act as cashier when customer lines were backing up. Due to this unlawful practice, all hours worked were not directly compensated, resulting in the underpayment of wages to Plaintiff and the aggrieved employees.

Furthermore, Plaintiff and the aggrieved employees were made to do inventory work and cleaning tasks which they had been assigned after being clocked out for the day. This unlawful practice resulted in off-the-clock work without compensation. Plaintiff and, on information and belief, other aggrieved employees were deprived of regular, and overtime wages each time Defendants engaged in this unlawful policy and practice of requiring off-the-clock work.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Overtime
Violation of Labor Code §§ 510, 1194, 1198; IWC Wage Orders

Defendants violated Labor Code sections 510, 1194, and 1198, along with the "Hours and Days of Work" sections of the applicable IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 510 requires "[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;" and "any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;" and "any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee." Labor Code section 1194 renders it unlawful for an employee to receive less than the legal overtime rate for overtime hours worked in California. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders further require payment of overtime wages for all overtime hours worked, including the "Hours and Days of Work" sections.

Defendants failed to pay Plaintiff and the aggrieved employees overtime wages and the lawful rate of pay for overtime hours worked, resulting in unpaid overtime wages.

Specifically, as stated in the "Unpaid Hours Worked" section above, Defendant engaged in an unlawful policy and practice of requiring off-the-clock work during meal breaks and after clocking out for the evening. To the extent that these unlawful practices resulted in unpaid hours worked over 8 hours in a day or 40 hours in a week, this resulted in unpaid overtime.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unpaid Meal Period Premium Wages
Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 512, and 1198, along with the related sections of the IWC Wage Orders with respect to the aggrieved employees.

Labor Code section 512 and the IWC Wage Orders require that employers provide an uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). "[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage." *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders

"employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 11 (Meal Periods), further require one uninterrupted 30-minute meal period after no more than five hours of work and a second meal period after no more than 10 hours of work and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant meal period is not provided. Pursuant to Section 11(A) of the IWC Wage Orders, the California Supreme Court has held that the on-duty meal period exception is "exceedingly narrow" and applies only when (1) "the nature of the work prevents the employee from being relieved of all duty" and (2) *both* "the employer and employee have agreed, in writing, to the on-duty meal period." *Augustus v. AMB Security Services, Inc.* (2016) 2 Cal. 5th 257, 266-276 (emphasis added). If these two requirements are not met, then the employer owes the employee one hour of premium pay for each non-compliant meal period taken under the purported on-duty meal arrangement. *Naranjo v. Spectrum Security Services, Inc.* (2019) 40 Cal. 5th 444, 459.

Defendants failed to provide compliant meal periods to Plaintiff and the aggrieved employees to which they were entitled in a manner that complies with California Law. Plaintiff and other aggrieved employees routinely experienced missed, late, short, and interrupted meal periods due to pressures to keep up with high demands of the job and understaffing. For example, Plaintiff and the aggrieved employees were occasionally required to complete cooking tasks and work the cashier despite being on break. Often while on break, Plaintiff and the aggrieved employees would be interrupted by customers who needed assistance. Specifically, due to understaffing and the lack of coverage, when Plaintiff was in the restaurant, he would get pulled to assist customers who asked him for help and take their orders even if he was on break. Plaintiff often felt compelled to take meal periods in his car to avoid being pulled into working while off-the-clock.

Furthermore, on days where Plaintiff was unable to take his meal break before the statutorily required fifth hour Defendant would cut his shift to under the six hour point to avoid needing to pay penalties. For example, if Plaintiff was scheduled from 12 pm to 8pm but was unable to take his meal break before 5 he would be told to go home early so Defendant could avoid paying for a violation.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

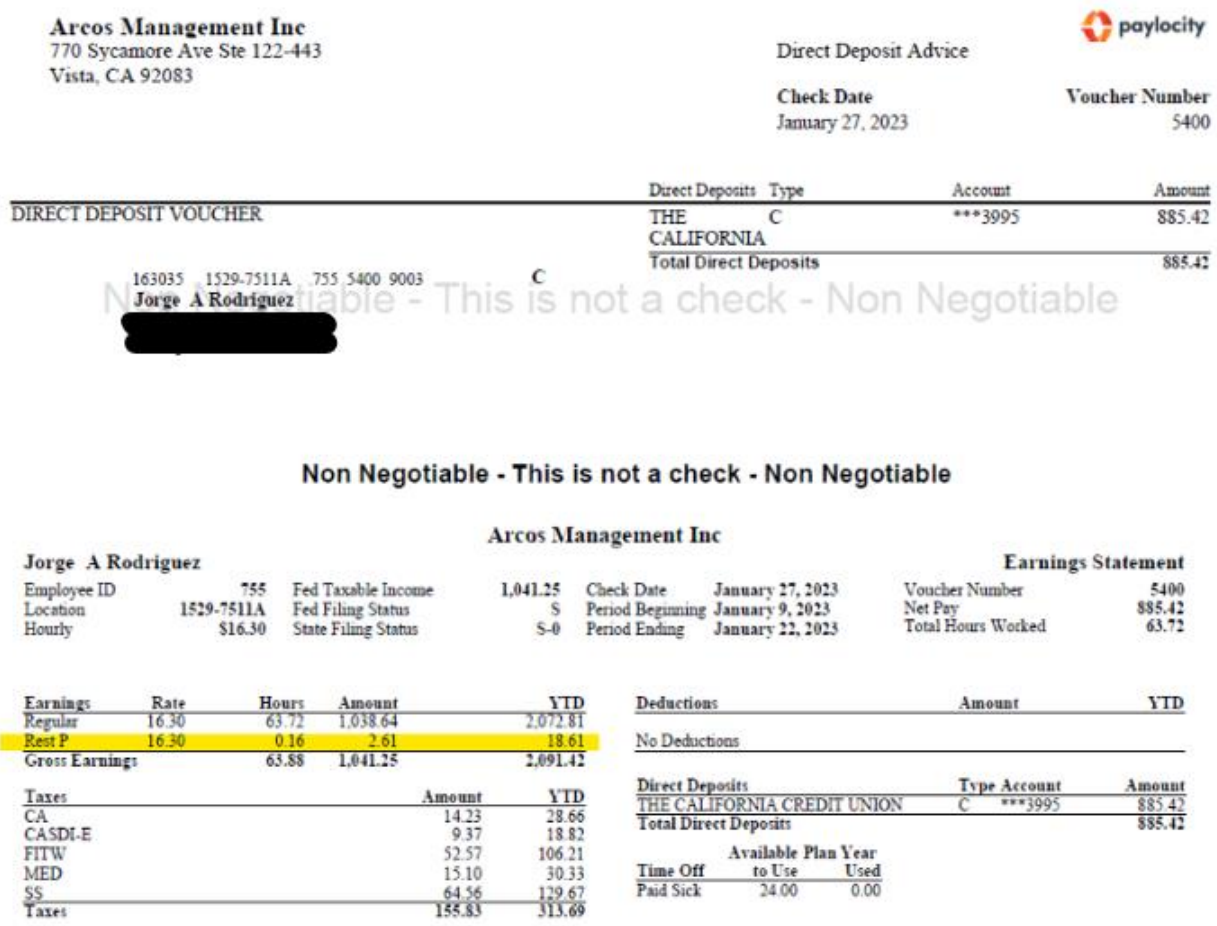
Unpaid Rest Period Premium Wages
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants violated Labor Code sections 226.7, 516, and 1198, and the related sections of the IWC Wage Orders with respect to Plaintiff and the aggrieved employees.

Labor Code sections 226.7 and 516 and the IWC Wage Orders require that employers authorize and permit an uninterrupted 10-minute rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a rest period is non-compliant, the employer must pay one additional hour of pay at the employee's "regular rate" of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 ("We hold that the terms are synonymous: "regular rate of compensation" under section 226.7(c), like "regular rate of pay" under section 510(a), encompasses all nondiscretionary payments, not just hourly wages"). Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. The IWC Wage Orders, including Section 12 (Rest Periods), further require one uninterrupted 10-minute rest period for each four-hour period (or major faction thereof) worked and an additional hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period is not authorized or permitted.

Defendants failed to provide all rest periods to which employees were entitled and failed to pay all rest period premiums to Plaintiff and other aggrieved employees. As stated above in the "Unpaid Meal Period Premium" section, due to the job's high demands, lack of proper staffing, and the profession's nature, Plaintiff and the aggrieved employees were often not authorized or permitted to take all their rest periods. Defendants required Plaintiff and the other aggrieved employees to effectively waive or otherwise forego their rest periods contrary to the law. For example, Plaintiff and the aggrieved employees were occasionally unable to take their first or second rest periods during their shifts due to high customer demands and understaffing. Furthermore, Plaintiff and the aggrieved employees would have their rest periods continually interrupted by customers ordering..

Each time Plaintiff and the aggrieved employees experienced non-compliant rest periods, they were owed a rest period premium. As a matter of policy and practice, Defendants failed to pay all owed rest period premiums to employees who were unable to take rest periods. To the extent Defendants paid rest period premiums, Defendants violated Labor Code section 226.7 because such premiums were not always paid to Plaintiff and the aggrieved employees at the rate of "one additional hour of pay at the employee's regular rate of compensation". An illustrative example of this violation is shown below:



Arcos Management Inc
770 Sycamore Ave Ste 122-443
Vista, CA 92083

Direct Deposit Advice

paylocity

Check Date
January 27, 2023

Voucher Number
5400

DIRECT DEPOSIT VOUCHER

Direct Deposits	Type	Account	Amount
THE CALIFORNIA	C	***3995	885.42
Total Direct Deposits			885.42

163035 1529-7511A 755 5400 9003 C
Jorge A Rodriguez
[redacted]

Non Negotiable - This is not a check - Non Negotiable

Non Negotiable - This is not a check - Non Negotiable

Arcos Management Inc

Jorge A Rodriguez

Earnings Statement

Employee ID	755	Fed Taxable Income	1,041.25	Check Date	January 27, 2023	Voucher Number	5400
Location	1529-7511A	Fed Filing Status	S	Period Beginning	January 9, 2023	Net Pay	$885.42
Hourly	$16.30	State Filing Status	S-0	Period Ending	January 22, 2023	Total Hours Worked	63.72

Earnings	Rate	Hours	Amount	YTD
Regular	16.30	63.72	1,038.64	2,072.81
Rest P	16.30	0.16	2.61	18.61
Gross Earnings		63.88	1,041.25	2,091.42

Taxes	Amount	YTD
CA	14.23	28.66
CASDI-E	9.37	18.82
FITW	52.57	106.21
MED	15.10	30.33
SS	64.56	129.67
Taxes	155.83	313.69

Deductions	Amount	YTD
No Deductions		

Direct Deposits	Type	Account	Amount
THE CALIFORNIA CREDIT UNION	C	***3995	885.42
Total Direct Deposits			885.42

Time Off	Available to Use	Plan Year Used
Paid Sick	24.00	0.00

Extract of Plaintiff's wage statement for pay period 01/09/2023 to 01/22/2023 showing only a penalty payment for .16 Hours

Here, Defendants only paid Plaintiff $2.61 or .16 time his regular rate of pay of $16.30 rather than the full hour as statutorily required within the Labor Code.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages During Employment
Violation of Labor Code §§ 204, 204b, 210

Defendants violated Labor Code sections 204 and/or 204b and 210, as applicable, with respect to Plaintiff and the aggrieved employees.

Labor Code section 204(a) requires payment of "all wages" for non-exempt employees at least twice each calendar month. Labor Code section 204(d) states all wages due must be paid "not more than seven calendar days following the close of the payroll period." Labor Code section

204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides "every person who fails to pay the wages of an employee as provided in Section … 204 … shall be subject to a civil penalty" of $100 for an initial violation and $200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Because Defendants failed to pay all wages and premiums in each pay period in which such wages were earned at the lawful rate, Defendants violated Labor Code section 204 and/or 204b (for weekly employees, as applicable). Defendants violated Labor Code sections 204 and 204b by failing to pay all wages and premiums owed on the regular pay days scheduled each pay period within seven calendar days of the close of the payroll period, as a result of the policies and practices set forth in this notice. Indeed, Defendant failed to pay all premiums, overtime, regular, and other earnings on time each payday.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203, 256

Defendants violated Labor Code sections 201, 202, and 203 with respect to the aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days additional compensation.

Defendants failed to pay all wages and premiums owed to aggrieved employees during their employment as set forth in this notice, and also failed to timely pay those amounts to departing employees upon separation of employment. Defendants did not pay waiting time penalties for the late payments. As a result, Defendants violated Labor Code sections 201, 202, and 203.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code sections 226(a) and 226.3 with respect to the aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece-rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly rate by the employee.

Defendants failed to provide accurate itemized wage statements to the aggrieved employees each pay period as a result of the policies and practices set forth in this notice. Defendants violated Labor Code section 226(a)(1) and (5) by not listing the correct "gross wages earned" or "net wages earned," as the employees earned wages and premiums that were not paid, resulting in an inaccurate reflection, and recording of "gross wages earned" on those wage statements. Likewise, in violation of Labor Code section 226(a)(9), Defendants failed to state on employee wage statements each pay period the applicable hourly rates in effect and the number of hours worked at that rate, as Defendants failed to pay all wages and premiums owed to employees. The amounts stated are instead depreciated and underpaid, resulting in an inaccurate reflection on the pay stub.

Defendants violated Labor Code section 226(a)(2) by failing to accurately list employees' "total hours worked," as the wage statements did not accurately include the uncompensated time plaintiff and other aggrieved employees worked due to Defendants' policy and practice of requiring off-the-clock work.

Plaintiff and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sow confusion among Plaintiff and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were or should be calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments of employee wages.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Unreimbursed Employee Expenses
Violation of Labor Code §§ 2802, 2804

Defendants violated Labor Code section 2802 with respect to the aggrieved employees by failing to reimburse the aggrieved employees for all necessary expenditures or losses incurred as part of their job duties.

Labor Code section 2802 requires an employer to "indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful." *See, e.g., Espinoza v. West Coast Tomato Growers, LLC*, 2016 WL 4468175 at *4, n.2 (S.D. Cal. Aug. 24, 2016, No. 14-CV-2984 W (KSC)).

Labor Code section 2804 affirms that "[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State."

Defendants required Plaintiff and the aggrieved employees to incur costs for work-related purposes without full reimbursement. In direct consequence of their job duties, Plaintiff and the aggrieved employees unavoidably and necessarily incurred these losses, expenditures, costs, and as a matter of policy and practice.

Defendants required Plaintiff and the aggrieved employees to utilize their personal cell phones to complete necessary work tasks, such as fielding calls about scheduling and staying up to date on Defendants' WhatsApp application. Upon information and belief, other aggrieved employees were required to use their personal phones to take photographs. Plaintiff and the aggrieved employees were not reimbursed for the expenses associated with cell phone usage. Instead, Plaintiff and the aggrieved employees bore the cost of these requirements, without reimbursement.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Provide Employee Records
Violation of Labor Code §§ 226, 432, 1174, 1198.5; IWC Wage Orders

Defendants violated Labor Code sections 226, 432, 1198.5, and 1174 with respect to the aggrieved employees.

Labor Code section 226(b) requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment, upon reasonable

request to the employer." Labor Code section 432 states that "[i]f an employee … signs any instrument relating to the obtaining or holding of employment, he shall be given a copy of the instrument upon request." Labor Code section 1198.5 grants "[e]very current and former employee, or his or her representative, … the right to inspect and receive a copy of the personnel files that the employer maintains relating to the employee's performance or to any grievance concerning the employee." Section 7(A) (Records) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates that employers maintain and make available "time records showing when the employee begins and ends each work period" as well as time records showing "[m]eal periods, split shift intervals, and daily hours worked[.]" Labor Code section 1174(d) requires these and other records be maintained for at least three years.

Defendants failed to provide all records upon Plaintiff's request. Defendants have failed to provide time records for Plaintiff for the first two years of his employment, 2022 and 2023. Defendants responded to Plaintiff asking about the records, "Yes I have ordered them from the payroll dept" on January 6, 2025. At the time of filing this notice the records have not been provided to Plaintiff.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Failure to Maintain Accurate Records
Violation of Labor Code § 1174; IWC Wage Orders

Defendants violated Labor Code sections 1174 and the IWC Wage Orders by failing to maintain accurate employee payroll records with respect to Plaintiff and other aggrieved employees.

Labor Code section 1174 requires that employers maintain accurate "payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments." Section 7(A) of the IWC Wage Orders, which may be enforced through Labor Code section 1198, mandates similar recordkeeping obligations.

Because of the policies and practices set forth in this notice, including the failure to accurately account for wages earned or hours worked, Defendants failed to accurately maintain records in accordance with Labor Code section 1174 and the IWC Wage Orders.

As a result, Plaintiff may recover civil penalties as an individual and on behalf of the State of California and the aggrieved employees, up to the maximum amount allowed as set forth under the Labor Code.

Attorneys' Fees and Costs
Labor Code § 2699(k)(1)

Plaintiff has been compelled to retain the services of counsel to protect the interests of other aggrieved employees and the State of California. Plaintiff continues to incur attorneys' fees and costs, which are recoverable under California law, including Labor Code section 2699(k)(1).

- LITIGATION HOLD NOTICE –

This letter imposes a duty upon all defendants and their respective employees, officers, directors, executives, attorneys, human resource and payroll personnel, accountants, and other agents to preserve all physical and electronic evidence, including electronically stored information and emails, which relate to the employment of Plaintiff and the aggrieved employees specified in this notice. Evidence includes, but is not limited to, Defendants' written employment and payroll policies and handbooks; the aggrieved employees' personnel files and payroll records, such as paystubs, time records, wage statements, compensation reports, as well as the underlying electronically data in Excel or similar format. Memoranda and internal and external correspondence relating to the subject matter of this notice shall also be maintained. Failure to preserve and retain relevant evidence may constitute spoliation of evidence and result in an adverse inference or sanctions.

If you have any questions regarding the scope of your obligations to preserve evidence, please consult your legal counsel and always err on the side of caution. Periodic or regularly scheduled purges or deletions of information covered by this hold must be suspended immediately.

- CONCLUSION -

If the LWDA does not pursue enforcement, Plaintiff intends to bring representative claims on behalf of the State of California and the aggrieved employees seeking civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Please advise if the LWDA intends to investigate any of the factual or legal allegations set forth in this notice. Defendants may contact Plaintiff's counsel with any questions regarding this letter or the forthcoming lawsuit.

Sincerely,



Xavier L. Woodford
/JG/

Cc Plaintiff Jorge Rodriguez

Cynthia Harpel
Administrative Director
charpel@ezworkzbiz.com

EXHIBIT 2

Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
www.ferrarovega.com

LAW FIRM RESUME

Ferraro Vega Employment Lawyers was founded in 2018 and represents plaintiffs throughout California in class, collective, and representative actions under the California Labor Code, Private Attorneys General Act, and Fair Labor Standards Act.

PRINCIPAL ATTORNEYS

Nicholas J. Ferraro, Esq.
California State Bar No. 306528 (admitted 2015)
Washington State Bar No. 59674 (admitted 2022)

Education
University of San Diego School of Law (J.D., *San Diego Law Review*)
Gonzaga University (B.A.)

During law school, Mr. Ferraro externed for a federal magistrate in the U.S. District Court for the Southern District of California, worked in the law school library as a library clerk, and as a legal intern for a San Diego-based commercial real estate company.

Employment
Attorney, Ferraro Vega Employment Lawyers (2018 to present)
Attorney, Duane Morris LLP (2017 to 2018)
Attorney, Gordon Rees Scully Mansukhani (2016 to 2017)
Attorney & Law Clerk, Simpson Delmore Greene LLP (2014 to 2016)

Prior to starting the firm, Mr. Ferraro worked in the employment law practice groups of Gordon Rees and Duane Morris, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Organizations
Wage and Hour Committee Member, California Employment Lawyers Association (2020 to 2024)
Leadership Development Committee, Association of Business Trial Lawyers (2017 to 2019)
Sexual Harassment Task Force, Lawyers Club of San Diego (2018)

Presentations and Publications
Guest Lecturer, University of San Diego School of Law Employment Law Classes (various)

Attorney Panelist, California Dept. of Labor Standards Enforcement Seminar (Sept. 2021)
Panelist, San Diego County Bar Association Labor & Employment Conference (2019, 2021)
Publications in *California Employment Law Letter*, *HR Daily Advisor*, Lexology, and various firm newsletters and alerts

Awards
Super Lawyers "Rising Star" in the field of Class Actions (2019 to 2024)
Best Lawyers "Ones to Watch" for Employment Lawyers (2021 to 2024)
"Leaders in Law Awards" Nominee in *San Diego Business Journal* (2022)

Lauren N. Vega, Esq.
California State Bar No. 306525 (admitted 2015)

Education
University of San Diego School of Law (J.D., *San Diego Law Review*)
University of California, San Diego (B.A.)

During law school, Ms. Vega was an active participant in moot court. She received the Outstanding and Best Brief Awards in back-to-back years at the Duberstein Moot Court Competition in New York City. She also served as a judicial extern for federal judges in the Southern District and Central District.

Employment
Attorney, Ferraro Vega Employment Lawyers (2020 to present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2015 to 2020)

Prior to joining the firm, Ms. Vega defended employers as defense counsel in approximately 50 class and PAGA actions throughout California. She also advised companies on wage and hour compliance and drafted employee policies, procedures, and agreements.

Organizations
Member, California Employment Lawyers Association (2020 to present)

Presentations and Publications
Speaker, Procopio's Annual Labor & Employment Seminar (2015 to 2019)
Publications in *Los Angeles Daily Journal* and various firm newsletters

Awards
Super Lawyers "Rising Star" in the field of Class Actions (2022, 2023)
Best Lawyers "Ones to Watch" for Employment Lawyers (2021 to 2024)
"Leaders in Law Awards" Nominee in *San Diego Business Journal* (2021)

Dorota A. James, Esq.
California State Bar No. 309933 (admitted 2016)

Education
University of San Diego School of Law (LL.M., 2014) Comparative Law
University of Saarland Law School (Ph.D., 1999)
University of Saarland Law School (LL.M., 1996) German Law
University of Wroclaw Law School (M.S., summa cum laude, 1994)

Ms. James is a tenth-year attorney with extensive experience handling complex wage-and-hour litigation. For the past ten years, she has served as Plaintiffs' counsel of record in more than fifty (50) wage-and-hour class action and PAGA cases. Prior to her admission to the California Bar in 2016, Ms. James worked as a senior litigation paralegal at a San Diego law firm specializing in plaintiffs' wage-and-hour employment litigation. In that role, she provided comprehensive litigation support in complex class actions, including pre-filing investigation, discovery, pre-mediation analysis, and post-settlement claims administration. During that time, she actively assisted in the litigation of more than fifty (50) employment class action cases.

Honors
Dean's Comparative Law Award (Highest Grade Point Average in L.L.M. Program)
Konrad Adenauer Foundation Scholarship Recipient (German Scholarship for talented foreign students)

Employment
Attorney, Ferraro Vega Employment Lawyers (2025 – Present)
Attorney, Wilshire Law Firm (05/2024 – 02/2025)
Attorney, Dinsmore & Shohl LLP (02/2021 – 05/2024)
Attorney, ShortLegal, APC (10/2018 – 02/2021)
Attorney, Tyson Mendes, LP (02/2018 – 10/2018)
Attorney, Parker Straus, LP (10/2016 – 02/2018)
Senior Paralegal, Graham Hollis APC (10/2007 – 10/2015)
Associate Legal Officer, International Organization for Migration (12/2001 – 02/2005)

Jennifer L. Connor, Esq.
California State Bar No. 241480 (admitted 2006)

Education
University of Notre Dame Law School (J.D., cum laude, 2003)
Boston College (B.A., magna cum laude, 2000)
Boston College School of Theology Ministry (M.Div., 2019)

Ms. Connor is an attorney with over two decades of experience advocating for plaintiffs in civil litigation. Her practice focuses on wage and hour and employment class actions. She

has represented clients in state and federal court forums across various areas, including consumer protection, unfair business practices, product liability, fraud, and antitrust. Ms. Connor is recognized for her strong appellate writing skills, having contributed to significant appellate matters. She has experience in successfully certifying class actions and handling dispositive motions. She has also been appointed as class counsel. Her background includes involvement in numerous putative class, collective, and representative actions and managing hundreds of contested and/or settlement-certified cases, with wage and hour litigation comprising over 50% of her practice.

Civic Organizations
Volunteer, Christian Legal Aid of Los Angeles (CLA-LA)
Volunteer District Attorney, Orange County District Attorney's Office (Trial Attorney Partnership program)

Presentations and Publications
Authored appellate briefs, including for *Aryeh v. Canon Business Solutions, Inc.* (2013) 55 Cal.4th 1185 and a Respondent's Brief before the California Court of Appeal, Fourth Appellate District.
Guest Lecturer on employment law for MCLE, including CELA's 28th Annual Conference

Employment
Attorney, Ferraro Vega Employment Lawyers (2026 - Present)
Attorney, Casey Gerry Francavilla Blatt LLP (2024 - 2025)
Attorney, CounselOne, PC (2020 - 2023)
Attorney, Rex Parris Law Firm (Summer Intern: May -Aug. 2017)
Attorney, Cohelan Khoury & Singer (2014 - 2015)
Attorney, Spiro Moore LLP (2012 to 2014)
Attorney, Westrup Klick, LLP (2004 to 2011)

Conor J.D. Gómez, Esq.
California State Bar No. 337395 (admitted 2021)

Education
University of California, Los Angeles School of Law (J.D. 2020)
University of California, San Diego (B.A. 2017)

During law school Mr. Gómez obtained certificates in Teaching Excellence and Curriculum Design from the University of California, Irvine Division of Teaching Excellence and Innovation (2020). Mr. Gómez also obtained a Certificate in Arts Management from University of California, Irvine Paul Merage Business School (2019). Mr. Gómez also received the Masin Family Gold Award for his academic performance at UCLA Law (2018) from the Masin Family Foundation. Mr. Gómez was also the recipient of the American Ballet Theatre's Project Plié Diversity Scholarship (2019), where he worked in-house for the American Ballet Theatre under their general counsel and where he built a workshop for the

American Ballet Theatre's Choreographer Incubator program about intellectual property in dance and copyrighting choreography, which is still being taught today. Mr. Gómez was also the recipient of the UCLA School of Law's President's Public Service Fellowship (2020-2021) while working for the California Lawyers for the Arts, Arts Arbitration and Mediation Services department and Sacramento Mediation Center.

Employment
Attorney, Ferraro Vega Employment Lawyers (2026 - present)
Adjunct Faculty, Thomas Jefferson School of Law (2024 - Present)
Attorney, Wilshire Law Firm (2025 - 2026)
Attorney, Abramson Labor Group (2024 - 2025)
Attorney, Marquee Law Group (2022 - 2024)
Attorney, For Purpose Law Group (2021)

Mr. Gómez began practicing law as a transactional corporate attorney working with tax-exempt organizations. He did everything from formation, gaining state and federal tax-exemption, registrations with the Department of the Attorney General's Registry of Charities and Fundraisers, foreign (out-of-state) registrations, and contract drafting as well as providing employer-side advice and counsel and drafting corporate policies and handbooks to ensure compliance with California and federal labor laws. Mr. Gómez then transitioned into plaintiff-side employment litigation. He has since specialized in settlement approval for class and PAGA representative actions and has been approved in numerous Courts as class and PAGA counsel. He now heads up the Settlement Department at Ferraro Vega to shepherd settled cases through the approval and distribution process. He is also an adjunct faculty at Thomas Jefferson School of Law in San Diego, CA where he has taught Learning Skills, a class designed for incoming law students to learn how to succeed in law school and Contract Drafting. He also serves as a bar prep mentor for graduating students sitting for the California bar exam. He has also guest lectured and held workshops on a variety of legal topics at the University of California, Irvine and other organizations throughout Southern California.

Organizations
Mediator, California Lawyers for the Arts, Arts Arbitration and Mediation Services (2024 - present)

Ricardo De Leon, Esq.
California State Bar No. 365493 (admitted 2025)

Education
University of San Diego School of Law (J.D.)
San Diego State University (B.A.)

During law school, Mr. De Leon gained practical experience in several law clerk positions, including at the USD Immigration Law Clinic, and firms that specialized in advising small

businesses, medical malpractice, and a non-profit focused on legislative reform. Mr. De Leon served on the board of the USD La Raza student organization and as a senior editor for the USD International Law Journal.

Employment
Attorney, Ferraro Vega Employment Lawyers, Inc. (2025 to Present)
Post Bar Law Clerk, Banker's Hill Law Firm A.P.C. (Fall 2025)
Law Clerk, Hegeler & Anderson, A.P.C. (2024 - 2025)
Law Clerk, Pokala Law, A.P.C. (2023 - 2024)
Law Clerk, USD Immigration Law Clinic (Fall 2023)
Law Clerk, Western Center on Law & Poverty (Summer 2023)

Troy Q. Strange
California State Bar No. 346637 (admitted 2022)

Education
California Western School of Law (J.D., 2022)
California Polytechnic State University of San Luis Obispo (B.A., 2018)

Mr. Strange is a trial attorney dedicated to advocating for California employees in complex litigation, including Labor Code violations, wage-and-hour disputes, and PAGA representative actions. A first-chair trial lawyer, Mr. Strange possesses a sophisticated litigation background that spans both public enforcement and private defense. He previously served as an attorney for the Department of Industrial Relations, where he prosecuted cases across Southern California , including San Diego, San Bernardino, Riverside, and Imperial Counties. He further refined his expertise at Procopio, Cory, Hargreaves & Savitch LLP, advising employers on statutory compliance and litigating single-plaintiff and class-action matters. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Affiliations
San Diego County Bar Association

Employment
Attorney, Ferraro Vega Employment Lawyers, Inc. (2026 to Present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2025)
Attorney, California Department of Industrial Relations, Division of Labor Standards Enforcement, (2023-2025)
Attorney, Sayyar Law APC, (2022-2023)
Law Clerk, Law Offices of Benjamin J. Cheeks, (2021-2022)
Law Clerk, GrahamHollis (2021-2022)
Law Clerk, Aguirre and Severson, LLP (2021)
Law Clerk, Alternate Public Defender's Office North County San Diego, (2020)

Andrew Katseanes, Esq.
California State Bar No. 351638 (admitted 2023)

Education
University of San Diego School of Law (J.D.)
Idaho State University (B.S.)

During law school, Mr. Katseanes was an active member of the mock trial team and earned recognition for his pro bono service with the Legal Aid Society of San Diego, where he assisted with unlawful detainers and restraining orders. He began his career working in civil defense before transitioning to plaintiff-side employment law. He is admitted to practice in the State of California and the U.S. District Court for the Southern District of California.

Employment
Attorney, Burger, Meyer, & D'Angelo, LLP (2025-2026)
Attorney, Tyson & Mendez, LLP (2024-2025)
Law Clerk, The Curran Law Firm, APC (2021-2023)
Law Clerk, Office of the Primary Public Defender San Diego, (2021)

Nicolas Ahadzadeh, Esq.
California State Bar No. 365386 (admitted 2025)

Education
California Western School of Law (J.D.)
Grand Canyon University (B.A.)

Certificates
Mediation Clinic Training and Field Experience

During law school, Mr. Ahadzadeh was an active member of student-ran organizations, including the Student Bar Association, was invited to the law school's Alternative Dispute Resolution team, earned multiple Distinguished Advocate Awards, and performed volunteer work at multiple legal organizations, including Unlawful Detainer Clinic from Legal Aid Society of San Diego and Small Claims Mediator for the Hall of Justice. He began his career working in civil litigation before committing heavily to plaintiff-side employment law. Specifically, Mr. Ahadzadeh has significant experience litigating both class action lawsuits and advocating for victims of individual FEHA violations. He is admitted to practice in the State of California, the U.S. District Court for the Southern District of California, and the U.S. District Court for the Central District of California.

Employment
Attorney, Ferraro Vega Employment Lawyers, Inc. (2026-Present)
Law Clerk, Hogue & Belong, APC (2021-2024)

Law Clerk, Garcia Hong Law, (2020)
Law Clerk, Mara Law Firm, PC (2020)
Circulation Clerk, California Western School of Law Library (2019-2021)

Organizations
Applicant, Welsh Inn of Court (2026)
San Diego County Bar Association (2019 to Present)
Annual Dinner Committee, Lawyers Club of San Diego (2019-2020)
Student Bar Association, CWSL, *Vice President* (2019-2020)

Publications
Ahadzadeh, Nicolas. "Bridging the Financial Gap from Law School Graduate to Sole Practitioner." American Bar Association. MONEY TALKS: Financial Issues in Law Practice (January February 2022).
Ahadzadeh, Nicolas. "Using Legal Research to Stay Ahead of the Curve." Thomson Reuters. Law School Survival Guide (2021).

Awards
Lawyers of Distinction, "Best of the Best" Nominee (2026).
California Western School of Law, Distinguished Advocate Award, Trial (2020)
California Western School of Law, Distinguished Advocate Award, Trial (2019)
California Western School of Law, Distinguished Advocate Award, Negotiations (2019)

Cesar Yuriar
California State Bar No. ____ (awaiting admission)

Education
University of San Diego, School of Law (J.D.)
University of California, Irvine (B.A.)

Cesar obtained his dual undergraduate degrees from the University of California, Irvine. He went on to earn his J.D. from the University of San Diego, School of Law. During law school, Cesar earned approval to practice California state law as a Certified Law Student and represented a wide variety of clients as part of the Civil Legal Clinic. He was recognized for his oral advocacy skills, having earned "2nd Best Oral Advocate" during the Alumni Torts Moot Court Tournament. Cesar also actively served on the executive boards for USD's International Law Society and La Raza. He is currently awaiting admission to practice law in the State of California.

Employment
Employment Rights Case Analyst, Associate Attorney, Ferraro Vega Employment Lawyers, Inc. (2025-Present)
Senior Legal Analyst, California Department of Justice, Office of the Attorney General (2023-2025)

Data Entry Specialist, Housing Inspector, Process Server, Legal Aid Society of San Diego (2018 - 2022)
Law Writer, The Athanassious Law Office, PC (2017)
Certified Legal Intern, Civil Clinic, University of San Diego, School of Law (2014, 2016)
Judicial Clerk, EEOC (2015)
Law Clerk, Gruenberg Law (2015)
Law Clerk, U.S. Department of Labor (2014)

OF COUNSEL ATTORNEYS

Rick A. Waltman, Esq.
Rick Waltman Law, APC
California State Bar No. 306463 (admitted 2015)

Education
University of San Diego School of Law (J.D., *cum lade*, *San Diego Law Review*)
University of Minnesota (B.S. Chemistry)

During law school, Mr. Waltman externed for Judge Thomas J. Whelan in the U.S. District Court for the Southern District of California, worked for the California Attorney General's Office as a clerk, and was a research assistant to Professor Robert Fellmeth, Price Professor of Public Interest Law.

Employment
Of Counsel, Ferraro Vega Employment Lawyers (January 2026 to present)
Attorney and Principal, Rick Waltman Law, APC (October 2020 to present)
Attorney, Buchalter (2018 to 2020)
Attorney, Gordon Rees Scully Mansukhani (2016 to 2018)

Prior to starting with the firm, Mr. Waltman has run his own practice at Rick Waltman Law, APC, worked in the employment law practice groups of Gordon Rees and Buchalter, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Awards
Super Lawyers "Rising Star" in the field of Employment Law and Class Actions (2018 to 2019, 2022-2025)

PARALEGALS & STAFF

Marissa Rodriguez
Paralegal

Employment
Paralegal, Ferraro Vega Employment Lawyers, Inc. (2024 to Present)
Paralegal, Hoffman & Forde Attorneys at Law (2022 – 2023)
Legal Assistant/Paralegal, Mesnik Law Group (2019 – 2022)

Education
California State University, Chico (Bachelor of Arts)

Isabel Tostado
Paralegal

Employment
Paralegal, Ferraro Vega Employment Lawyers, Inc. (2025 to present)
Paralegal, J. Doling Law, PC. (2019 – 2024)
Paralegal, Doling Shaw & Hanover, APC (2016 – 2019)
Paralegal, Law Offices of Jenny L. Doling, APLC (2008 – 2016)

Education
Kaplan University, Palm Springs (Associate of Science)

Leah Carcione
Paralegal

Employment
Paralegal, Ferraro Vega Employment Lawyers (November 2025 to Present)
Paralegal, Wilshire Law Firm, (May 2024 – October 2025)
Paralegal, The Markham Law Firm, (August 2017 – April 2024)

Education
University of San Diego School of Law, (ABA Paralegal Certificate)

Jennifer Steele
Paralegal

Employment
Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)
Paralegal, Hogue and Belong APC, (August 2025 – January 2026)

Education
University of California Los Angeles, (Bachelor of Arts, Sociology)
University of San Diego School of Law, (ABA Paralegal Certificate)

Raquel Gerardo
Paralegal

Employment
Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)
Legal Assistant, Mara Law Firm (February 2025 – January 2026)

Education
Brigham Young University- Idaho, (Bachelor of Science, Business Management with an emphasis in Supply Chain)

Leslee Soria Alvarado
Paralegal

Employment
Paralegal, Ferraro Vega Employment Lawyers (January 2026 to Present)
Legal Assistant, Hogue & Belong (July 2025 to January 2026)

Education
University of California, San Diego (Bachelor of Arts, Political Science: Public Law)

Daniel Ramaswamy
Paralegal

Employment
Paralegal, Ferraro Vega Employment Lawyers (May 2026 to Present)
Paralegal, Fischer & Phinney (January 2025 to April 2026)

Education
University of California, San Diego (Bachelor of Arts, Philosophy)

Secretaries and legal assistants not listed.

FORMER ATTORNEYS

David X. Lin, Esq.
Northwestern University School of Law (J.D.)

Elida M. Espinoza, Esq.
California Western School of Law (J.D., 2016)
California State Bar No. 314001 (admitted 2017)

Rayne Brown, Esq.
University of San Diego School of Law (J.D., 2021)
California State Bar No. 342011 (admitted 2021)

Mariela R. Romo, Esq.
University of San Diego School of Law (J.D.)
University of California, Santa Barbara (B.A. Political Science)

Xavier L. Woodford, Esq.
Thomas Jefferson School of Law (J.D.)
Rutgers University – New Brunswick (B.A.)

Elyssa Martinez, Esq.
University of San Diego School of Law (J.D.)
Grand Canyon University (B.A.)

CLASS & REPRESENTATIVE ACTIONS

David Edwards v. American Electric, Inc., Benton County Sup. Ct. Case No. 25-2-00362-03 (Hon. Bronson Brown) (June 26, 2026)

John Brayall v. Castleworks Home Services Company, et al., San Diego County Sup. Ct. Case No. 37-2023-00021278-CU-OE-CTL (Hon. Matthew C. Braner) (June 26, 2026)

Epitacio Leon v. Builders Fence Company, Inc., San Diego County Sup. Ct. Case No. 24CU016452C (Hon. Wendy M. Behan) (June 23, 2026)

Adrian Morales, et al. v. Tom Malloy Corporation, San Diego County Sup. Ct. Case No. 25CU042653C (Hon. Michael D. Washington) (June 18, 2026)

Justin Romprey v. Hearx West LLC DBA Hearusa, San Diego County Sup. Ct. Case No. 24CU025143C (Hon. Judy S. Bae) (June 17, 2026)

Alexa Britt v. San Diego Hotel Company LLC, San Diego County Sup. Ct. Case No. 24CU012268C (Hon. Judy S. Bae) (June 5, 2026)

Kazzandra Montoya v. Child Development Associates Incorporated, San Diego County Sup. Ct. Case No. 37-2024-00029581-CU-OE-CTL (Hon. Loren Freestone) (June 5, 2026)

Melissa Pope, et al. v. AGI Post, Inc., et al., San Diego County Sup. Ct. Case No. 24CU005384C (Hon. Loren Freestone) (May 18, 2026)

Napoleon Wilson v. Sullivan Properties Inc. DBA Fairgrove Property Management, San Diego County Sup. Ct. Case No. 24CL013656C (Hon. Michael T. Smyth) (May 13, 2026)

Daisy Macias, et al. v. Planned Parenthood of the Pacific Southwest, San Diego County Sup. Ct. Case No. 25CU025541C (Hon. Michael T. Smyth) (May 5, 2026)

Eneil Stone v. International Building Materials, LLC, Thurston County Sup. Ct. Case No. 24-2-03195-34 (Hon. Chris Lanese) (May 1, 2026)

Daniel Fabian v. Dealer Tire LLC, San Diego County Sup. Ct. Case No. 37-2023-00052611-CU-OE-CTL (Hon. Wendy M. Behan) (May 1, 2026)

Filbert Namo v. All-Pro Bail Bonds Inc., San Diego County Sup. Ct. Case No. 25CU039133C (Hon. Gregory W. Pollack) (May 1, 2026)

Amos Maldonado v. Funko LLC, San Diego County Sup. Ct. Case No. 37-2024-00017602-CU-OE-CTL (Hon. Marcella O. McLaughlin) (May 1, 2026)

Franco Masada v. Ferry International LLC, San Diego County Sup. Ct. Case No. 24CU009941C (Hon. Katherine A. Bacal) (May 1, 2026)

Carmina Torres v. First Meridian Home Care Services, Inc. DBA Meridian Home Care LLC, San Diego County Sup. Ct. Case No. 24CU016862C (Hon. Carolyn M. Caietti) (April 29, 2026)

Christopher Coney v. DMSI Staffing LLC, et al., San Diego County Sup. Ct. Case No. 25CU011805C (Hon. Michael D. Washington) (April 24, 2026)

Randi Sycks v. Incyte Pathology, Inc., Spokane County Sup. Ct. Case No. 24-2-02294-32 (Hon. Breean Beggs) (April 23, 2026)

Michael E. Osley, Jr. v. Bandon Fitness [Texas], Inc., San Diego County Sup. Ct. Case No. 37-2024-00011471-CU-OE-CTL (Hon. Evan P. Kirvin) (April 21, 2026)

Maria Fuoco v. TDIC Insurance Solutions, Sacramento County Sup. Ct. Case No. 24CV025040 (Hon. Lauri A. Damrell) (April 17, 2026)

Glory Orekoya v. Inspyr Solutions LLC, et al., Alameda County Sup. Ct. Case No. 24CV085153 (Hon. S. Raj Chatterjee) (April 14, 2026)

Daniel Munoz v. ARS REI USA Corp., San Diego County Sup. Ct. Case No. 24CU013657C (Hon. Blaine K. Bowman) (April 3, 2026)

Martin Aldrete, et al. v. JAL Equity Corp. DBA Marketing.com, et al., San Diego County Sup. Ct. Case No. 24CU003448C (Hon. Wendy M. Behan) (April 3, 2026)

Mason Griffin v. JKB Financial, Inc., San Diego County Sup. Ct. Case No. 25CU017449C (Hon. Evan P. Kirvin) (April 1, 2026)

Charles Madrid v. Grand America Hotels & Resorts, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023471-CU-OE-CTL (Hon. Blaine K. Bowman) (March 27, 2026)

Salvador Cruz v. Khanna Enterprises VI LP, et al., San Diego County Sup. Ct. Case No. 25CU014533C (Hon. Loren Freestone) (March 13, 2026)

Zachary Lacono v. CC of San Diego, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00029215-CU-OE-CTL (Hon. Marcella O. McLaughlin) (March 6, 2026)

Eloina Vigil v. SLH Escondido Manager, LLC, San Diego County Sup. Ct. Case No. 37-2024-00013517-CU-OE-CTL (Hon. Loren Freestone) (March 5, 2026)

Matthew Falcosky v. Consolidated Electrical Distributors, Inc., King County Sup. Ct. Case No. 24-2-29691-3 (Hon. Suzanne Parisien) (February 27, 2026)

Carlos Marquez, et al. v. Naval Engineering Support Inc., San Diego County Sup. Ct. Case No. 37-2024-00023814-CU-OE-CTL (Hon. Katherine A. Bacal) (February 20, 2026)

Darby Churchill, et al. v. Interim Healthcare San Diego LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00032762-CU-OE-CTL (Hon. Evan P. Kirvin) (February 6, 2026)

Abraham Iriarte v. KFM Restaurants LP, San Diego County Sup. Ct. Case No. 24CU019915C (Hon. Gregory W. Pollack) (February 6, 2026)

Shawntay Ellison v. CHW Entertainment, Inc., San Diego County Sup. Ct. Case No. 37-2024-00020465-CU-OE-CTL (Hon. Loren Freestone) (February 6, 2026)

Charles Constantino v. Good Samaritan Shelter, Santa Barbara County Sup. Ct. Case No. 24CV04221 (Hon. James F. Rigali) (February 3, 2026)

Monica Velarde v. San Diego Imaging Management, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00030937-CU-OE-CTL (Hon. Gregory W. Pollack) (January 30, 2026)

Emilie Hanne v. Unio Health Partners LLC, San Diego County Sup. Ct. Case No. 37-2024-00019901-CU-OE-CTL (Hon. Euketa Oliver) (January 23, 2026)

Nieemah Jenkins v. ArcherAviation Operating Corp., et al., Alameda County Sup. Ct. Case No. 24CV086806 (Hon. Rebekah Evenson) (January 22, 2026)

Jose Martinez v. HES Commercial, Inc., et al., San Diego County Sup. Ct. Case No. 24CU000888C (Hon. Evan P. Kirvin) (January 21, 2026)

Neyly Becerra v. St. Madeleine Sophie's Center, San Diego County Sup. Ct. Case No. 37-2024-00007254-CU-OE-CTL (Hon. Matthew C. Braner) (January 16, 2026)

James Woodruff v. Ormat Technologies, Inc., Imperial County Sup. Ct. Case No. ECU003647 (Hon. L. Brooks Anderholt) (January 15, 2026)

Sayprasith Phahongchanh v. Columbia Machine, Inc., Clark County Sup. Ct. Case No. 24-2-03542-06 (Hon. Gregory M. Gonzales) (January 14, 2026)

Zion Jackson v. Loyola Marymount University, Los Angeles County Sup. Ct. Case No. 24STCV14085 (Hon. Laura A. Seigle) (January 12, 2026)

Brian Harris, et al. v. Securespace Management, LLC, San Diego County Sup. Ct. Case No. 37-2024-00023760-CU-OE-CTL (Hon. Wendy M. Behan) (January 9, 2026)

Marcelina Pereyra, et al. v. GAT Airline Ground Support Inc., San Diego County Sup. Ct. Case No. 37-2024-00000064-CU-OE-CTL (Hon. Carolyn Caietti) (January 9, 2026)

Maria Bermudez, et al. v. Lendmark Financial Services LLC, San Diego County Sup. Ct. Case No. 24CU013255C (Hon. Euketa Oliver) (January 9, 2026)

Loomer, et al. v. Vaagen Bros Lumber, Inc., United States District Court, Eastern District of Washington, Case No. 2 :24-cv-0206-TOR (Hon. Thomas O. Rice) (December 10, 2025)

Hung Nguyen v. DUAL North America, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00023462-CU-OE-CTL (Hon. James Mangione) (December 5, 2025)

Marie Macias v. Patterson Dental Supply, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00016055-CU-OE-CTL (Hon. Marcella O. McLaughlin) (December 5, 2025)

Robert Frosio v. La Jolla Beach and Tennis Club Partners L.P., et al., San Diego County Sup. Ct. Case No. 24CU003072C (Hon. James Mangione) (November 26, 2025)

Dustin Bottomley, et al. v. Six Maritime, Inc., San Diego County Sup. Ct. Case No. 37-2024-00018510-CU-OE-CTL (Hon. Marcela O. McLaughlin) (November 21, 2025)

Arik Papa v. Geocon, Inc., San Diego County Sup. Ct. Case No. 37-2024-00029093-CU-OE-CTL (Hon. Wendy M. Behan) (November 14, 2025)

Maria Cisneros v. ISL Employees, Inc. dba Integral Senior Living, et al., San Diego County Sup. Ct. Case No. 37-2024-00009110-CU-OE-NC (Hon. Michael D. Washington) (November 14, 2025)

Tonya Miller v. Cascadia Senior Living, LLC, Pierce County Sup. Ct. Case No. 23-2-11217-8 (Hon. Angelica Williams) (November 14, 2025)

Myrella Thomas, et al. v. ACES 2020 I, LLC, et al., Alameda County Sup. Ct. Case No. 24CV061880 (Hon. Somnath Raj Chatterjee) (November 4, 2025)

Renee Davin, et al. v. Rock Basin LLC, San Diego County Sup. Ct. Case No. 37-2023-00038275-CU-OE-CTL (Hon. Wendy M. Behan) (October 31, 2025)

Anton Louis Thompson v. Career Systems Development Corporation, et al., Sacramento County Sup. Ct. Case No. 24CV009265 (Hon. Jill H. Talley) (October 28, 2025)

Victor Fragosa, et al. v. Sudberry Properties, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00010679-CU-OE-CTL (Hon. Matthew C. Braner) (October 24, 2025)

Irianny Ibarra v. Institutes of Health, LLC, et al., San Diego County Sup. Ct. Case No. 24CU008055C (Hon. Blaine K. Bowman) (October 10, 2025)

Martha Brito v. Ready America, Inc., et al., San Diego County Sup. Ct. Case No. 37-2024-00016167-CU-OE-CTL (Hon. Wendy M. Behan) (October 2, 2025)

Samantha Mendez, et al. v. AE Retail West LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00014789-CU-OE-CTL (Hon. Judy S. Bae) (September 25, 2025)

Nick De Vera, et al. v. Leica Biosystems Imaging, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00035127-CU-OE-CTL (Hon. Gregory W. Pollack) (September 12, 2025)

Ray Dyer v. Kenny Brothers, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00045013-CU-OE-CTL (Hon. Gregory W. Pollack) (September 12, 2025)

Maria Galecio-Cruz v. Southern California Specialty Care, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00009287-CU-OE-CTL (Hon. Judy S. Bae) (September 5, 2025)

Onoray Davis Jr., et al. v. AllSafe Services, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00054447-CU-OE-CTL (Hon. Wendy M. Behan) (August 22, 2025)

Ashley Garcia v. Coastal Clinical & Management Services, Inc. et al., San Diego County Sup. Ct. Case No. 37-2024-00016933-CU-OE-CTL (Hon. Wendy M. Behan) (August 22, 2025)

Alejandro Esparza v. Otay Mesa Sales, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00014957-CU-OE-CTL (Hon. Richard S. Whitney) (August 20, 2025)

Shamonique Lashawn Malone-Boyd v. NuCO2 Management LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00043224-CU-OE-CTL (Hon. Katherine A. Bacal) (August 8, 2025)

Maria Ramirez Tapia v. NakedMD Inc., San Diego County Sup. Ct. Case No. 24CL003956C (Hon. Loren Freestone) (August 7, 2025)

Sierra Pullum v. Arizona Leather Company, Inc., San Diego County Sup. Ct. Case No. 37-2023-00038544-CU-OE-CTL (Hon. Wendy M. Behan) (August 1, 2025)

Keri Park v. EcoATM, LLC, San Diego County Sup. Ct. Case No. 37-2023-00021318-CU-OE-CTL (Hon. Wendy M. Behan) (August 1, 2025)

Linda Davis, et al. v. Sun Pacific Energy, Inc., King County Sup. Ct. Case No. 24-2-04616-0 SEA (Hon. Todd D. Tinker) (August 1, 2025)

Joseph Lagasse v. Alta Pest Control LLC, King County Sup. Ct. Case No. 24-2-10137-3 SEA (Hon. Kristin Ballinger) (July 18, 2025)

Michael Bradley v. The Crack Shack Enterprises, LLC et al., San Diego County Sup. Ct. Case No. 24CL000768C (Hon. Blaine K. Bowman) (July 16, 2025)

Troy Long, et al. v. Vicar Operating Inc., San Diego County Sup. Ct. Case No. 37-2023-00031023-CU-OE-CTL (Hon. Wendy M. Behan) (July 11, 2025)

Noa Olvera v. American Recycling International Inc., San Diego County Sup. Ct. Case No. 37-2024-00027297-CU-OE-CTL (Hon. Joel R. Wohlfeil) (July 11, 2025)

Alejandra Gamino v. Nishiki Diner USA, Inc., et al., San Diego County Sup. Ct. Case No. 24CU000269C (Hon. Marcella O. McLaughlin) (June 26, 2025)

Paul Shelford v. Atlantic Aviation FBO Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00033584-CU-OE-CTL (Hon. Carolyn Caietti) (May 23, 2025)

Nathaneal Taylor, et al. v. Hallcon Corporation, et al., San Diego County Sup. Ct. Case No. 37-2023-00021029-CU-OE-CTL (Hon. Carolyn Caietti) (May 23, 2025)

Katherine Wishnick v. Big Daddy's Oil 22, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00001414-CU-OE-CTL (Hon. Judy S. Bae) (May 23, 2025)

Natalie DiTerlizzi v. V Shred, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00023334-CU-OE-CTL (Hon. Marcella O. McLaughlin) (May 16, 2025)

Yvonne Gonzalez, et al. v. West Marine Products, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00017462-CU-OE-CTL (Hon. Blaine K. Bowman) (May 9, 2025)

Kandace Battle, et al. v. California Clinic Management, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00039498-CU-OE-CTL (Hon. Loren G. Freestone) (May 9, 2025)

Rosa Yareli Figueroa v. Biolife Plasma Services L.P., et al., San Diego County Sup. Ct. Case No. 37-2023-00032681-CU-OE-CTL (Hon. Katherine Bacal) (May 2, 2025)

Jailene Martinez v. Soapy Joe's Group, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00053126-CU-OE-CTL (Hon. Gregory W. Pollack) (April 18, 2025)

Sepher Flores, et al. v. U Gym, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-000539848-CU-OE-CTL (Hon. Joel R. Wohlfeil) (April 18, 2025)

Nataly Gomez v. Pie Venture, LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00002648-CU-OE-CTL (Hon. Gregory W. Pollack) (April 18, 2025)

Kody Hornburg, et al. v. Pacifica Companies, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00002433-CU-OE-CTL (Hon. Wendy H. Behan) (April 17, 2025)

Raul Gonzalez v. Simon Management Associates, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00036919-CU-OE-CTL (Hon. James A. Mangione) (March 21, 2025)

Caitlin Ortiz v. AssuredPartners of California Insurance Services LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00043182-CU-OE-CTL (Hon. James A. Mangione) (March 21, 2025)

Erica Jones v. Bay City Equipment Industries, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00046654-CU-OE-CTL (Hon. Marcella O. McLaughlin) (March 14, 2025)

Trevor Morton v. Associated Microbreweries, LTD., dba Karl Strauss Brewing Company, et al., San Diego County Sup. Ct. Case No. 2020-00016542-CU-OE-CTL (Hon. Katherine Bacal) (February 24, 2025)

Michael Del Toro v. Abzena (San Diego) Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00017443-CU-OE-CTL (Hon. Joel R. Wohlfeil) (February 20, 2025)

Albert Federico v. A.S.I. Hastings, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00012941-CU-OE-CTL (Hon. Michael T. Smyth) (February 10, 2025)

Cesar Flores v. NextEra Energy Operating Services, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00034497-CU-OE-CTL (Hon. Richard S. Whitney) (February 7, 2025)

Brook Freeze v. MHX, LLC, et al., San Bernardino County Sup. Ct. Case No. CIVSB2205903 (Hon. Christian Towns) (February 6, 2025)

Lisset Tredo v. Ademco Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00027207-CU-OE-CTL (Hon. Carolyn Caietti) (January 31, 2025)

Mariana Robles v. Louis Vuitton USA, Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00042954-CU-OE-CTL (Hon. Robert Longstreth) (January 29, 2025)

Irving Williams v. Trident Maritime Systems, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00021186-CU-OE-CTL (Hon. Marcella O. McLaughlin) (January 10, 2025)

Janeth Robledo v. Global Equity Finance Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00023181-CU-OE-CTL (Hon. Michael T. Smyth) (January 10, 2025)

Alexa Basnar v. Desert Ventures EWC1, LLC, et al., San Bernardino County Sup. Ct. Case No. CIVSB2307814 (Hon. Christian Towns) (January 6, 2025)

Jaime De La O v. Scout Distribution LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00030227-CU-OE-CTL (Hon. Carolyn M. Caietti) (December 20, 2024)

Hannah Lightfoot v. Dispatchhealth Management, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00031018-CU-OE-CTL (Hon. Blaine K. Bowman) (November 22, 2024)

Carlos Lira v. Anheuser-Busch, LLC, San Diego County Sup. Ct. Case No. 37-2023-00038074-CU-OE-CTL (Hon. Matthew C. Braner) (November 18, 2024)

Raquel Felix v. Innovative Emergency Management, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00012142-CU-OE-CTL (Hon. Matthew C. Braner) (October 25, 2024)

Ricardo Flores v. Skaggs Mission Support Specialists, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00051810-CU-OE-CTL (Hon. Matthew C. Braner) (October 25, 2024)

Ashley Nunez Estrada v. Baxter Hotel Group, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00052417-CU-OE-CTL (Hon. Katherine A. Bacal) (October 16, 2024)

Phuong Tran, et al. v. Johnson Matthey, Inc., San Diego County Sup. Ct. Case No. 37-2023-00029095-CU-OE-CTL (Hon. Richard S. Whitney) (October 4, 2024)

Caitlin Raymond v. Alphatec Spine, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00012914-CU-OE-CTL (Hon. Joel Wohlfeil) (October 4, 2024)

Jessica Hayward v. Aztec Shops, LTD., et al., San Diego County Sup. Ct. Case No. 37-2023-00007756-CU-OE-CTL (Hon. Carolyn Caietti) (September 26, 2024)

Ralph Shakespeare v. Iron Wall Security, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00006539-CU-OE-CTL (Hon. Loren G. Freestone) (September 26, 2024)

Michael Gibbs v. ASA Carlton, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00007130-CU-OE-CTL (Hon. Richard S. Whitney) (September 23, 2024)

Eloy Herrera v. Calpine Operating Services Company, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00007065-CU-OE-CTL (Hon. Blaine K. Bowman) (September 20, 2024)

Robert Bennett v. Patriot Environmental Services Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00044044-CU-OE-CTL (Hon. Matthew C. Braner) (September 13, 2024)

Aramburo v. Jacksons Food Stores, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00009655-CU-OE-CTL (Hon. Marcella O. McLaughlin) (September 10, 2024)

Dustin Evers v. LZB Retail, Inc., D/B/A La-Z-Boy, et al., San Diego County Sup. Ct. Case No. 37-2021-00047960-CU-OE-CTL (Hon. James A. Mangione) (September 5, 2024)

Semira Trujillo v. FFC San Diego, LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00046517-CU-OE-CTL (Hon. Carolyn Caietti) (September 5, 2024)

Anthony Davide v. SFFIT Ventures LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00036078-CU-OE-CTL (Hon. Michael T. Smyth) (August 23, 2024)

Isaiah Harris v. Austal USA LLC, San Diego County Sup. Ct. Case No. 37-2023-00034540-CU-OE-CTL (Hon. James A Mangione) (August 2, 2024)

Raggy Sarkis v. Glory Global Solutions, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00021170-CU-OE-CTL (Hon. Richard S. Whitney) (August 2, 2024)

Roberto Mendez v. Deployed Services, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00036201-CU-OE-CTL (Hon. Blaine K. Bowman) (July 12, 2024)

Kevin Dougan v. Centerplate Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00040792-CU-OE-CTL (Hon. Carolyn M. Caietti) (June 28, 2024)

Jennifer Andrade v. Sombrero Cor, Inc., et al., San Diego County Sup. Ct. Case No. 37-2023-00043518-CU-OE-CTL (Hon. Richard S. Whitney) (June 26, 2024)

Juan Weason v. Plastic Express, et al., San Diego County Sup. Ct. Case No. 37-2022-00022203-CU-0E-CTL (Hon. Richard S. Whitney) (June 24, 2024)

Jerardo Villa v. Investment Concepts, Inc., Ventura County Sup. Ct. Case No. 56-2022-00572556-CU-OE-VTA (Hon. Henry Walsh) (June 20, 2024)

Manuel Fernandez v. VLS Environmental Solutions, LLC, et al., San Diego County Sup. Ct. Case No. 37-2023-00021038-CU-OE-CTL (Hon. Richard S. Whitney) (June 7, 2024)

Desiree Berry v. TD Ameritrade, Inc., et al., San Diego County Sup. Ct. Case No. 37-2022-00004165-CU-OE-CTL (Hon. Blaine K. Bowman) (June 7, 2024)

Jacob Becerra v. Michael Kors Stores (California), LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00021768-CU-OE-CTL (Hon. Wendy M. Behan) (May 29, 2024)

Whitney Begle v. R.W. Selby & Co., Inc., San Diego County Sup. Ct. Case No. 37-2022-00017612-CU-OE-CTL (Hon. Richard S. Whitney) (May 10, 2024)

Charlie McElhanon v. McLane/SunEast, Inc., San Bernardino County Sup. Ct. Case No. CIVSB2214190 (Hon. Joseph T. Ortiz) (May 16, 2024)

Roberto Hernandez v. All One God Faith, Inc. d/b/a Dr. Bronner's Magic Soap, San Diego County Sup. Ct. Case No. 37-2023-00008069-CU-OE-CTL (Hon. Blaine K. Bowman) (May 10, 2024)

Jesus Salazar v. Westcott Enterprises, Inc., San Diego County Sup. Ct. Case No. 37-2022-00048854-CU-OE-CTL (Hon. Robert Longstreth) (May 9, 2024)

Elizabeth Tijero, et al. v. Imperial Beach Community Clinic, San Diego County Sup. Ct. Case No. 37-2022-00042973-CU-OE-CTL (Hon. Loren G. Freestone) (April 10, 2024)

Jenelle Olea, et al. v. The Stepping Stones Group LLC, et al., San Diego County Sup. Ct. Case No. 37-2022-00040884-CU-OE-CTL (Hon. Kenneth J. Medel) (April 12, 2024)

Jaime Collins, et al. v. Maximus Human Services, Inc., et al., Los Angeles County Sup. Ct. Case No. 19STCV17916 (Hon. Carolyn B. Kuhl) (April 4, 2024)

Gabriel Lafarga v. G.I. Trucking Company d/b/a Estes West, et al., San Diego County Sup. Ct. Case No. 37-2022-00028993-CU-OE-CTL (Hon. Gregory W. Pollack) (March 15, 2024)

Madelynn Black v. EWC East Bay, Inc., San Diego County Sup. Ct. Case No. 37-2022-00009708-CU-OE-CTL (Hon. Kenneth J. Medel) (March 12, 2024)

Seth Chance v. Colonna's Shipyard Incorporated, San Diego County Sup. Ct. Case No. 37-2022-00018968-CU-OE-CTL (Hon. Gregory W. Pollack) (March 8, 2024)

Samuel Medina v. Prime Residential, San Diego County Sup. Ct. Case No. 37-2023-00047293-CU-OE-CTL (Hon. Katherine Bacal) (February 26, 2024)

Isle Robles v. Anzar Enterprises Inc., San Diego County Sup. Ct. Case No. 37-2021-00052808-CU-OE-CTL (Hon. Richard S. Whitney) (February 22, 2024)

Gutierrez v. Redi-Carpet Sales of California, LLC, San Diego County Sup. Ct. Case No. 37-2022-00021779-CU-OE-CTL (Hon. Loren G. Freestone) (February 9, 2024)

Tadena-Chua v. Acumen Fiscal Agent LLC, San Diego County Sup. Ct. Case No. 37-2021-00052766-CU-OE-CTL (Hon. Marcella O. McLaughlin) (December 19, 2023)

Ohler v. Cluckin Inc. et al., San Diego County Sup. Ct. Case No. 37-2021-00053292-CU-OE-CTL (Hon. Katherine Bacal) (December 1, 2023)

Cardenas v. Under Armour Retail, Inc., San Diego County Sup. Ct. Case No. 37-2022-00026843-CU-OE-CTL (Hon. Kenneth J. Medel) (November 30, 2023)

Caro-Santiago et al. v. Southwest Key Program, San Diego County Sup. Ct. Case No. 37-2022-00021991-CU-OE-CTL (Hon. Marcella O. McLaughlin) (November 17, 2023)

Nguyen v. TriLink Biotechnologies, LLC, San Diego County Sup. Ct. Case No. 37-2022-00019578-CU-OE-CTL (Hon. Marcella O. McLaughlin) (November 2, 2023)

Sanz et al. v. Sterling Jewelers, Inc. et al., San Diego County Sup. Ct. Case No. 37-2022-00015148-CU-OE-CTL (Hon. Gregory Pollack) (October 13, 2023)

Perez v. The GEO Group, Inc. et al., San Diego County Sup. Ct. Case No. 37-2022-0000067-CU-OE-CTL (Hon. Joel R. Wohlfeil) (October 6, 2023)

Reyes v. Parkside Lending, LLC, San Diego County Sup. Ct. Case No. 37-2022-00022628-CU-OE-CTL (Hon. Joel R. Wohlfeil) (June 12, 2023)

Wood v. 2018HMO LLC (dba Hikei Modern Cannabis), San Diego County Sup. Ct. 37-2021-00053035-CU-OE-CTL (Hon. Carolyn M. Caietti) (April 14, 2023)

Garcia v. STG International, Inc., U.S. Dist. Ct., S.D. Cal. No. 20-CV-1701-AJB (Hon. Anthony J. Battaglia) (April 13, 2023)

Belmontez-Carillo v. Metropolitan Area Advisory Committee, San Diego County Sup. Ct., 37-2019-00054227-CU-OE-CTL (Hon. Eddie C. Sturgeon) (February 24, 2023)

Chowning, et al. v. Freedom Mortgage Corp., San Diego County Sup. Ct., 37-2022-00005613-CU-OE-CTL (Hon. Matthew C. Braner) (February 16, 2023)

Abid v. TEEMA, Inc., San Diego County Sup. Ct., 37-2021-00039986-CU-OE-CTL (Hon. Matthew C. Braner) (October 14, 2022)

Blount v. Host Healthcare, Inc., U.S. Dist. Ct., S.D. Cal., No. 21-CV-310-MMA (Hon. Michael M. Anello) (April 12, 2022)

Ramirez v. Towne Park, LLC, San Diego County Sup. Ct., No. 37-2020-00003942-CU-OE-CTL (Hon. Katherine A. Bacal) (February 18, 2022)

Loreto v. General Dynamics Information Technology, Inc., U.S. Dist. Ct., S.D. Cal., No. 19-CV-0166-GPC (Hon. Gonzalo P. Curiel) (January 28, 2022)

Knox v. Planet Fitness, Inc., San Diego County Sup. Ct., No. 37-2019-00043225-CU-OE-CTL (Hon. Carolyn M. Caietti) (August 6, 2021)

Egan et al. v. Premier Healthcare Services, LLC, San Diego County Sup. Ct., 37-2019-00020223-CU-OE-CTL (Hon. Ronald L. Styn) (January 29, 2021)

Jimenez v. Reyes Holdings, LLC, San Diego County Sup. Ct., No. 37-2019-00051577-CU-OE-CTL (Hon. Joel R. Wohlfeil) (January 15, 2021)

Rojas v. Constellation Homebuilder Systems, et al., San Diego County Sup. Ct., No. 37-2019-00035229-CU-OE-CTL (Hon. Katherine A. Bacal) (December 11, 2020)

Sanchez, et al. v. Lodi Memorial Hospital Association, San Joaquin County Sup. Ct., No. STK-CV-UEO-2019-09557 (Hon. Roger Ross) (December 11, 2020)

Soto, et al. v. Bonita Packing Co., Santa Barbara County Sup. Ct., No. 19CV02543 (Hon. Timothy J. Staffel) (October 28, 2020)