

POTTER HANDY LLP
Mark D. Potter (SBN 166317)
mark@potterhandy.com
James M. Treglio (SBN 228077)
jimt@potterhandy.com
100 Pine St., Ste 1250
San Francisco, CA 94111
Tel: (858) 375-7385
Fax: (888) 422-5191

Attorneys for Plaintiff and the Proposed Class

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

VICTOR PALMA, VICTOR VILLASENOR,
AND LUIS MALDONADO, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

TEAM ALLIANCE LOGISTICS INC., a
California corporation; MTK
TRANSPORTATION INC., a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

CASE NO. 22STCV40081

Complaint Filed: 12/22/2022

CLASS ACTION

**DECLARATION OF JAMES M.
TREGLIO, ESQ. IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Judge: Honorable Stuart M. Rice
Hearing Date: November 20, 2024
Time: 10:30 a.m.

DECLARATION OF JAMES M. TREGLIO

I, James M. Treglio, declare as follows:

1. I am an attorney licensed to practice law before this Court and the federal and state courts of California. I am over 18 years of age. I have personal knowledge of the facts set forth in this declaration and could and would testify competently to them.

2. I am the lead attorney of the class action division for the law firm of Potter Handy, LLP, ("PH," or "Plaintiff's Counsel"), attorneys of record for Plaintiff Victor Palma, Victor Villasenor, and Luis Maldonado ("Plaintiff") and the proposed settlement class (the "Class") in the above-captioned

1 matter. I submit this declaration in support of Plaintiff's final approval of a wage-and-hour class action
2 settlement in the amount of \$300,000.00 between Defendant Team Alliance Logistics, Inc., MTK
3 Transportation, Inc. ("Defendants") and a settlement class of approximately 33 persons who are all
4 California residents who are or have been employed by Defendants as drivers at any time from December
5 22, 2018 to July 29, 2024. A copy of the Class Action and PAGA Representative Action Settlement and
6 Release (the "Settlement Agreement") was attached to my declaration in support of Plaintiff's motion
7 for preliminary approval of the class action settlement.

8 3. On July 29, 2024, this Court entered an order preliminarily approving the Settlement
9 Agreement. The Court preliminarily approved the requested payment to the Class Representatives in the
10 amount of \$5,000.00 each; attorneys' fees up to one-third of the Settlement Amount (\$99,999.00) and
11 litigation costs of \$10,000.00. The Court also conditionally certified, for purposes of settlement, a class
12 consisting of: "*persons who worked as drivers or in any similar capacity for Defendants from December*
13 *22, 2018 through July 29, 2024.*" (the "Class" or "Class Members").

14 4. As set forth in the report of Simpluris, Inc. with Respect to Settlement Administration
15 and Class Notice, the Notice Packet, consisting of a Class Notice and Opt-out Form was mailed via First
16 Class U.S. mail to the 33 Class Members. After performing a skip trace on the returned Notices to locate
17 new addresses, no Notice was undeliverable. There are zero requests for exclusion and zero objection to
18 the settlement.

19 5. The Gross Settlement Amount ("GSA") under the Settlement is \$300,000, to be paid in
20 full with no funds to revert to Defendants. The final Class list consisted of 33 total Class Members.

21 6. The Settlement Administrator has provided Notice in full compliance with the Court's
22 preliminary approval order, as detailed in the report with Respect to Settlement Administration and Class
23 Notice.

24 7. With respect to the apportionment of the Gross Settlement Amount under the terms of the
25 Settlement, after deductions for attorneys' fees, litigation costs, the class representative's payment, the
26 settlement administrator fees, and the PAGA payment to the LWDA, the Net Settlement Amount,
27 assuming that the Court grants final approval to the Settlement, is calculated as follows:

Gross Settlement Amount	\$300,000.00
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Attorneys' Fees	(\$99,999.00)
Litigation Costs	(\$10,000.00)
Claims Administration Costs	(\$7,909.00)
Class Representative Enhancement Payment	(\$15,000.00)
PAGA payment to the LWDA	(\$17,437.50)
PAGA payment to PAGA Members	(\$5,812.50)
Net Settlement Amount	\$143,842.00

8. The 33 Participating Class Members, of which none requested exclusion, will share 100% of the Net Settlement Amount. As a result, if the Court finally approves the settlement, the estimated average settlement payment per Class Member will be \$4,230.65. These results are excellent for this type of case, of evidence as below.

Adequacy of the Settlement

9. Based on my experience as a class action employment litigator, the response of the class to this settlement (i.e. no objection from Class Members and no requests for exclusion), and our firm's previously approved similar settlements, I believe the Settlement Agreement here is a fair and adequate compromise of the monetary relief claims raised by Plaintiff and the Class in this case.

10. The settlement ultimately reached by the parties was the product of Class Counsel's review of an extensive body of information, documents, and damages calculations based thereon. Defendants' counsel provided Plaintiff's counsel with documents and data responsive to Plaintiffs' informal discovery requests, the data included, *inter alia*, information regarding time records, wage statements, MTK drive handbook and driver manifest sheets. The Parties briefed their respective positions on the facts, claims, defenses, and assessments of the risk of litigation. Throughout these processes, the strengths and weaknesses of the Plaintiff's and Class members' claims were assessed by Class Counsel in addition to the demands and risks of ongoing litigation and Defendant's defenses. As a result, we are confident that we obtained an optimal settlement considering the totality of the circumstances.

11. The settlement is fair, adequate, and reasonable given the litigation risks and delay inherent in further litigation and appeals. Both Plaintiffs and Defendants concluded that continued litigation would be protracted and expensive, and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement Agreement in order to limit further expense, inconvenience and distraction, to dispose to burdensome and

1 protracted litigation, and to permit the operation of Defendants' business without further expensive
2 litigation, and the distraction and diversion of its personnel with respect to matters in issue in the
3 Action. Both parties took into account the uncertainty and risks inherent in any litigation, especially
4 in complex cases such as the Action. The parties therefore determined that it is desirable and
5 beneficial to it that the Action be settled. Risks on both sides were considered in reaching the
6 Settlement.

7 12. Moreover, the parties engaged in extensive exchanges of informal discovery prior to
8 reaching a fair settlement in this matter. Accordingly, sufficient information existed to allow Class
9 Counsel to act intelligently in valuing this case and, given the parties' arms' length bargaining at
10 mediation, the extensive exchange of informal discovery, the experience of Class Counsel, the lack
11 of objections, the confidential review of Defendants' financial documents, and no requests for
12 exclusion, and the presumption of fairness clearly applies. Based on comparison with other
13 settlements of similar cases and claims, Class Counsel maintains the settlement as fair, reasonable,
14 and adequate, and in best interest of the Class.

15 *Reasonableness of Attorneys' Fees Sought*

16 13. As noted, Class Counsel is seeking final approval of attorneys' fees in the amount of
17 one-third of the Gross Settlement Fund (\$300,000.00), which is a reasonable fee and within the
18 normal range of fee awards for wage and hour class actions where fees are awarded as a percentage
19 of the common fund. The inclusion of the escalator clause itself shows the high quality of Class
20 Counsel's work and prevented Class Members settlement awards from being diluted. Class Counsel
21 diligently, efficiently, and creatively pursued this case and promptly reached a successful settlement
22 for the benefit of the entire Class. Under California law, the percentage method, i.e., a percentage
23 of the settlement value or common fund, is a permissible method to calculate attorney's fees. See
24 *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 489. "[T]rial courts have discretion to conduct
25 a lodestar cross-check on a percentage fee" or they may "use other means to evaluate the
26 reasonableness of a requested percentage fee." *Id.* at 506.

27 14. An additional factor militating in favor of the granting of the requested fee award is
28 the fact that this case was both legally and financially risky for Plaintiffs' Counsel. See *Vizcaino v.*
29 *Microsoft Corp*, 290 F.3d 1043, 1048-49 (9th Cir. 2002). While the parties dispute whether a class

1 would be appropriate if the litigation were to continue, they agree, for the purposes of this settlement
2 only, that the Class is subject to common compensation policies. Specifically, there was the prospect
3 of enormous cost inherent in class action litigation, as well as a battle with a corporation represented
4 by a well-respected law firm; in addition, in coming to a determination that this settlement is fair
5 and reasonable and in the best interests of the Class, Plaintiffs took into consideration the risk that
6 Defendants could prevail on its argument that the class should not be certified; the risk that
7 Plaintiffs' rest period claims lacked merit because Defendants maintained compliant rest period
8 policies throughout the Class Period. Plaintiffs, further took into account the rest of retroactive
9 preemption passing and also took into account Defendants' financial condition. If Plaintiff had lost
10 this case, Class Counsel would have recovered nothing, and would have lost their out-of-pocket
11 costs.

12 15. Potter Handy, LLP's aggregate lodestar includes time billed for researching, drafting
13 pleadings (including time spent researching and drafting Plaintiffs' amended complaint, the motion
14 for preliminary approval of the settlement, and the motion for final approval of the settlement),
15 researching and drafting discovery, gathering and reviewing documents and researching legal
16 authorities, preparation for and participation at the mediation session (including time spent
17 researching and drafting the mediation brief, and attending mediation session), researching and
18 drafting the settlement agreement, class notice, and claim form, and communications (telephone
19 conference, correspondence, meetings, e-mails, etc.) with Plaintiff, Defendant's counsel, Settlement
20 Class members and the Claim Administrator. The hourly rates shown below are the actual and
21 customary rates charged for each individual in all of our cases, including class action cases, and for
22 hourly paying clients. Through October 31, 2024, I and others at my firm, Potter Handy, LLP, spent
23 a total of 278.9 hours litigating this case engaged in the litigation activities discussed above, equating
24 to a total lodestar amount of \$205,440 based on my firm's hourly billing rates.

25 16. The following chart summarizes the hours expended at Potter Handy, LLP in
26 connection with this litigation through August 16, 2024:
27
28
29

Category	Hours (James M. Treglio, Lead Attorney, Bar Admin- 2003, Hourly Rate- \$895)	Hours (Trina Mercado, Paralegal, Hourly Rate- \$325)	Hours (Waiza Ayesha, Paralegal, Hourly Rate- \$325)	Billings
Pre-suit Investigation	30.2	-	-	\$27,029
PAGA letter/Complaint	29.3	14.6	-	\$30,968.5
Informal Discovery	45.6	-	22.8	\$48,222
Mediation	38.3	-	19.1	\$40,486
Motion Practice	42.1	-	21	\$44,504.5
Hearings	2.9	-		\$2,595.5
Correspondence	13			\$11,635
TOTAL	Total Hours- 278.9			\$205,440

17. My current hourly rate of \$895, as well as my paralegals hourly rates of \$325 used in calculating the lodestar are the current hourly rates my firm charges currently and has charged within the last two years to non-contingent hourly clients and thus necessarily reflect the current market value of our legal services. These rates are commensurate with the hourly rates charged to by other firms in San Diego County.

Costs Incurred

18. The actual litigation costs incurred in this case by Plaintiffs' Counsel to date amounts to no less than **\$7,292.00**, expended by Potter Handy LLP., which includes anticipated costs in association with the filing and serving of the present motion, and in connection with shepherding this settlement through funding and disbursement.

19. The Costs are itemized as follows:

PAGA Initiation Fee:	\$75
Complaint Filing Fee:	\$1,491.17
Other Filing Fee:	\$180.26

Mediator's Fee: \$12,500

Total: \$14,246.43

Class Representative Payments

20. Plaintiff requests that the Court grant final approval to the reasonable and fair Class Representative Payment to Plaintiffs in the amount of \$5,000.00 each based on the reasons specified in their declaration in support of preliminary approval which are outlined in Plaintiff's Declaration in Support of Preliminary Approval and are itemized as follows: the time and effort that the named Plaintiff devoted to this case; the valuable assistance they provided to Class Counsel; and the fact that they entered into general releases of claims that is broader than the release of the Class. Plaintiffs also assumed significant risk in bringing this litigation—namely, had they lost, they would have been responsible for paying Defendants' costs. Plaintiffs provided invaluable assistance to Class Counsel and the Class in this case, including providing factual background for the mediation and the Class Complaint; speaking with other potential class members about their experiences working for Defendants; reviewing the Complaint and FAC, and the Answer; providing documents about Defendants' compensation plan; participating in phone calls as well as in-person meetings to discuss litigation and settlement strategy; actively participating in an all-day mediation, and reviewing the settlement documents. Plaintiffs agreed to participate in this case with no guarantee of personal benefit. Further, Plaintiffs agreed to undertake the financial risk as Class Representatives and exposed themselves to the risk of negative publicity by anyone who opposed this case. Plaintiffs also entered into a general release, which is broader than the release by the Class Members.

Attorney Experience

21. I was admitted to the California Bar in 2003. I received my Bachelor of Arts degree in Government from College of William & Mary in 1998 and my Juris Doctor degree from the University of San Diego in 2003. From 2003 through 2006, I was the staff attorney for the Fair Housing Council of San Diego, where I specialized in housing discrimination enforcement. In 2007, I joined the law firm of Clark & Markham, LLP, where I specialized in consumer and wage and hour class actions, which has comprised my practice of law ever since. In 2012, the law firm of Clark & Markham, LLP into the Clark Law Firm and the Markham Law Firm. I stayed with the

1 Clark Law Firm, and in 2015, the firm became Clark & Treglio after I was made partner. By 2013,
2 my work with the Clark Law Firm, Clark & Markham, LLP, and Clark & Treglio resulted in nearly
3 5% of all recoveries made by the LWDA up to that point.

4 22. In 2017, I joined Keegan & Baker, LLP, which was also a class action firm. Whereas
5 my work at Clark & Markham, LLP and the Clark Law Firm was primarily focused on wage and
6 hour class actions, my work at Keegan & Baker, LLP involved more consumer actions, including
7 data breach class actions, and actions brought under the Fair Credit Reporting Act.

8 23. In 2018, I left Keegan & Baker, LLP and joined the Melmed Law Group, P.C. The
9 Melmed Law Group, P.C., is an employment law firm with a focus on class and PAGA
10 representative actions. I began my representation of the Plaintiff in this action when I was employed
11 by the Melmed Law Group, P.C. In 2019, I joined my current firm, Potter Handy, LLP, to become
12 head of its new class action division. In that capacity, I litigate both consumer and employment class
13 actions throughout the State of California.

14 24. Since 2007, I have specialized in complex wage and hour and consumer class action
15 litigation. I have been involved in every stage of class action litigation as both a lead counsel, the
16 lead and primary associate, and as co-counsel. A summary of my experience, including
17 representative class action litigation is attached hereto at **Exhibit A**.

18 *Public Policy Considerations Further Support the Fee Requested*

19 25. My firm undertook the litigation on a wholly contingent basis. From the outset, my
20 firm understood that we were embarking on a complex, expensive and lengthy litigation with no
21 guarantee of ever being compensated for the enormous investment of time and money that the case
22 would require. In undertaking that responsibility, my firm was obligated to assure that sufficient
23 resources of attorneys were dedicated to the prosecution of the litigation and that funds were
24 available to compensate staff and for the considerable out-of-pocket costs that a case such as this
25 entails. Moreover, in committing to fully prosecute this case, my firm did not work on other
26 potentially profitable matters.

27 26. Because of the nature of a contingent practice where cases are predominantly “big
28 cases” lasting several years, not only do contingent litigation firms have to pay regular overhead,
29 they also have to advance the expenses of the litigation. With an average lag time of several years

1 for these cases to conclude, the financial burden on contingent counsel is far greater than on a firm
2 that is paid on an ongoing basis.

3 27. The above does not even take into consideration the possibility of no recovery. It is
4 wrong to assume that a law firm handling complex contingent litigation always wins. Tens of
5 thousands of hours have been expended in losing efforts. The factor labeled by the courts as “the
6 risks of litigation” is not an empty phrase.

7 28. There are numerous cases where plaintiff’s counsel in contingent cases such as this,
8 after the expenditure of many hours, have received no compensation. It is unfortunate, but true, that
9 plaintiff’s counsel who litigate cases in good faith and receive no fees are often the most diligent
10 members of the plaintiff’s bar. It is only the knowledge by defendants and their counsel that the
11 leading members of the plaintiff’s bar are actually prepared to, and will, force a resolution on the
12 merits and go to trial that permits meaningful settlements in actions such as this.

13 29. I am aware of many hard-fought lawsuits where, because of the discovery of facts
14 unknown when the case was commenced, changes in the law during the pendency of the case or a
15 decision of a judge or jury following a trial on the merits, excellent professional efforts of members
16 of the plaintiff’s bar produced no fee for plaintiff’s counsel.

17 30. The foregoing refutes the oft-heard rhetoric that merely filing a class action
18 guarantees a settlement and a large fee. The truth is that the mere filing of an action does not ensure
19 that there will be any settlement or fee. It takes hard and diligent work by skilled counsel to develop
20 facts and theories which will persuade defendants to enter into serious settlement negotiations. If
21 defendants believe they will prevail, experience shows that they will litigate to the end. The risk
22 factor is real.

23 31. Losses such as those described above are exceedingly expensive and can often
24 threaten the survival of a law firm. Onlookers often focus on the aggregate fees awarded but fail to
25 take into consideration that those fees are used to cover enormous overhead expenses incurred
26 during the course of the litigation, are taxed by federal, state and local authorities and, when reduced
27 to a bottom line, are far less imposing to each individual involved than the aggregate fee awarded
28 appears. Lawyers who specialize in contingent matters live in a world of uncertainty. Unlike the
29 defense bar, contingent plaintiff’s counsel normally have no steady flow of income. Changes in the

1 law through legislation or judicial decree can be catastrophic, frequently affecting contingent
2 counsel's entire caseload. These are real threats.

3 32. Courts have repeatedly held that it is in the public interest to have experienced and
4 able counsel enforce consumer protection and privacy laws. Vigorous private enforcement of the
5 consumer protection laws can only occur if private plaintiffs can obtain parity in representation with
6 that available to large, institutional interests. If this important public policy is to be carried out, the
7 courts must award fees that will adequately compensate private plaintiff's counsel, taking into
8 account the enormous risks undertaken with a clear view of the economics of a class action.

9 33. In many complex actions such as this one, able counsel for plaintiffs can be retained
10 only on a contingent basis. A large segment of the public would be denied a remedy in actions such
11 as this one if fees awarded by the courts in successful cases did not fairly and adequately compensate
12 counsel for the services provided, the serious risks undertaken, and the delay before any
13 compensation is received.

14 34. Fair fee awards in successful cases ensure that competent legal services will be
15 available. Professor Hornstein once noted the adverse effect that traditionally low compensation in
16 bankruptcy cases once had upon the quality of the bankruptcy bar. *Hornstein, The Counsel Fee in*
17 *Stockholder Derivative Suits*, 30 Colum. L. Rev. 784, 815 (1939). The complexity and societal
18 importance of this type of litigation calls for the most able counsel obtainable for plaintiffs. In order
19 to encourage first rate attorneys to represent plaintiffs on a contingent basis in this type of important
20 litigation, attorneys' fees awarded should reflect this goal.

21 35. In its landmark decision, *Vasquez v. Superior Court* (1991) 4 Cal.3d 800, a
22 unanimous Supreme Court noted:

23 [¶] Thirty years ago commentators, in urging the utility of the class suit to vindicate
24 the rights of stockholders, made this incisive observation: "Modern society seems
25 increasingly to expose men to . . . group injuries for which individually they are in
26 a poor position to seek legal redress, either because they do not know enough or
27 because such redress is disproportionately expensive. If each is left to assert his
28 rights alone if and when he can, there will at best be a random and fragmentary
29 enforcement, if there is any at all. This result is not only unfortunate in the particular
case, but it will operate seriously to impair the deterrent effect of the sanctions
which underlie much contemporary law. The problem of fashioning an effective
and inclusive group remedy is thus a major one." (Kalven and Rosenfield, *Function*
of Class Suit (1941) 8 U.Chi.L.Rev. 684, 686.)

1 *Id.* at 807. The same rationale applies to this litigation. The express judicial policy of California is
2 to favor the maintenance of these types of representative actions. See, e.g., *Sav-On Drug Stores, Inc.*
3 *v. Superior Court*, (2004) 34 Cal.4th 319, 340; *Pearce v. Superior Court* (1983) 149 Cal.App.3d
4 1058, 1065; *Kraus v. Trinity Management Services, Inc.* (2000) 23 Cal.4th 116, 126; and
5 *Massachusetts Mutual Life Insurance Company v. Superior Court* (2002) 97 Cal.App.4th 1282,
6 1290 fn. 3. As recognized by the California Supreme Court in *Sav-On Drug Stores, Inc.*,

7 And, as we have recognized, “this state has a public policy which encourages the
8 use of the class action device.” *Richmond v. Dart Industries, Inc.*, (1981) 29 Cal.3d
9 462, 473. “ ‘By establishing a technique whereby the claims of many individuals
10 can be resolved at the same time, the class suit both eliminates the possibility of
11 repetitious litigation and provides small claimants with a method of obtaining
redress for claims which would otherwise be too small to warrant individual
litigation.’ ” *Id.* at p. 469.

12 *Sav-On Drug Stores, Inc.*, 34 Cal.4th at 340. One of the purposes for awarding fees in such a
13 situation is:

14 [E]ncouragement of the attorney for the successful litigant, who will be more
15 willing to undertake and diligently prosecute proper litigation for the protection of
recovery of the fund if he is assured that he will be promptly and directly
compensated should his efforts be successful.

16 *Estate of Stauffer*, (1959) 53 Cal. 2d 124, 132.

17 36. Class Counsel respectfully urges that these important public policy considerations
18 support the Court’s approval of the fee requested.

19 37. I declare under penalty of perjury under the laws of the United States and the State
20 of California that the foregoing is true and correct.

21 Executed on November 1, 2024, in Los Angeles, California.

22
23 /s/ James M. Treglio
James M. Treglio, Esq.

EXHIBIT A



POTTER HANDY, LLP

A Law Firm

100 Pine St., Ste 1250
San Francisco, CA 94111

James M. Treglio, Esq.
JimT@potterhandy.com
Phone: (415) 534-1911
Fax: (888) 422-5191

James M. Treglio, Head of Class Action Division

Practice Areas: Consumer Class Actions, False Advertising, Unfair Competition, Wage and Hour Litigation, Background Check Cases, Data Breaches, Unlawful Recordings, Confidentiality of Medical Information Act, PAGA Representative Actions, Housing Discrimination

Admitted: 2003, California

Biography: Staff Attorney, Fair Housing Council of San Diego, 2003 – 2006, Associate, Clark & Markham LLP, 2006 to 2012, Associate Clark Law Firm 2012-2015, Partner, Clark & Treglio, 2015-2016, Associate, Keegan & Baker, LLP 2016-2018, Associate, Melmed Law Firm, P.C., 2018-2019, Head Attorney, Class Action Division, Potter Handy, LLP, ; Lecturer – Fair Housing Laws and Litigation Conference 2006.

Education: College of William and Mary (B.A., 1998), University of San Diego (J.D. 2003)

Reported Cases: *Steroid Hormone Product Cases*, 181 Cal.App.4th 145 (2010); *Mendoza v. Nordstrom, Inc.*, 2 Cal.5th 1074 (2017); *James Cunha v. Intellicheck, LLC, et al.*, 254 F.Supp.3d 1124 (N.D. Cal. 2017); *Brinkley v. Monterey Financial Services, Inc.* 873 F.3d 1118 (9th Cir. 2017).

Class Action Experience

Aguilera v. Eagle Systems International, d/b/a Synergy Companies (Lead) - Settled
Alameda County Superior Court, Case No. RG14742927

Nature of the Case: Unfair Competition- Failure to Pay Wages, Failure to Pay Overtime Compensation, Failure to Reimburse for Business Expenses, Failure to Provide Waiting Time Penalties, Failure to Provide Meal and Rest Breaks, Unfair Competition

Alvarado v. Lewis Operating Co. (Co-Counsel) - **In Litigation**
Sacramento Superior Court, Case No. 34-2014-00159707

Nature of the Case: Unfair Competition- Failure to Pay Wages Owed, Unfair Competition, PAGA

Anderson v. Oracle Corporation (Co-counsel) – Settled
San Mateo Superior Court, Case No. CIV469916

Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Andreas v. Lowe's HIW, Inc. (Lead associate) – Settled
United States District Court for the District of Nevada, Case No. 3:07-CV-253
Nature of the Case: Unpaid Overtime

In Re Androstendiol Cases (lead associate) – Settled
Los Angeles Superior Court, JCCP 4363,
Nature of the Case: Unfair Competition-: Deceptive Advertising, CLRA, Unfair
Competition Law

Arellano v. Kellermeyer (lead) - Settled
United States District Court for the Southern District of California, Case No. No. 13-cv-
00533-BAS (BGS)
Nature of the Case: Unfair Competition- Unpaid Overtime, Meal and Rest Breaks,
Failure to Itemize Wage Statements, Waiting Time Penalties

Bacon v. Volt (lead) – In litigation
Orange Superior Court, Case No. 30-2023-01351004-CU-OE-CXC
Nature of Case: Unlawful Background Checks

Bahr v. Checkr (lead) – In litigation
San Francisco Superior Court, Case No. CGC-24-613696
Nature of Case: Unlawful Background Checks

Bello v. Proctor & Gamble (lead) - Settled
United States District Court for the Central District of California, Case No. 8:12-cv-
01583
Nature of Case: Unfair Competition, Unpaid Meal and Rest Breaks, Failure to Reimburse
Business Expenses

Bennie v. Lowe's HIW, Inc. (Lead) – Settled
United States District Court for the Central District of California, SACV08-00576 DOC
Nature of the Case: Unfair Competition – Failure to Provide a Day of Rest

Bloomquist v. Covance, Inc. (Associate) – In Litigation
San Diego Superior Court, Case No. 37-2016-00026455-CU-OE-CTL
Nature of Case: Misclassification of clinical research associates, unpaid overtime, missed
meal and rest periods, unitemized wage statements

Brannon v. Rancho Family Medical Center (lead) – In litigation
Riverside Superior Court, Case No. CVRI2403395
Nature of Case: CMIA violations

Brinkley v. Monterey Financial Services, Inc. – **In Litigation**
United States District Court, Southern District of California, Case No. 16-cv-1103-WQH-
WVG
Nature of Case: Unlawful recording of phone calls

Bulisco v. Mosaic Solutions (Associate) - Settled

Orange County Superior Court, Case No. 30-2011-00047600-CU-OE-CXC

Nature of the Case: Unfair Competition- Failure to Pay Wages Owed, Provide Meal and Rest Breaks, Failure to Itemize Wage Statements, Failure to Reimburse for Business Expenses, Split Shifts, Timely Pay Upon Termination.

Chen v. Bank of America (lead) – In litigation

United States District Court, Southern District of California, Case No. 3:23-cv-01762-LAB-DEB

Nature of Case: CLRA and UCL claims for turning off AutoPay without notice

Cunha, et al., v. Intellicheck, et al. (Lead Associate) - Settled

United States District Court, Northern District of California, Case No. 17-cv-00597-JST

Nature of Case: FCRA Violations connected with background checks.

Cohen v. Lowes HIW, Inc. (Lead Associate) – Settled

United States District Court, Central District of California, SACV 10-00425-CJC (MLGx)

Nature of Case: Unfair Competition- Failure to Itemize Wage Statements, Unlawful Deductions

Cohen v. PostMeds – In litigation

United States District Court, Northern District of California, Case No. 4:23-cv-05710-HSG

Nature of Case: CMIA violations

Cones v. Parexel International Corporation (Lead Associate) -- Settled

United States District Court, Southern District of California, Case No. 16cv3084 L (BGS)

Nature of Case: Unfair Competition: misclassification as salaried employees, overtime, meal periods, rest periods, wage statements.

Connell v. Sun Microsystems, Inc. (Co-Counsel) – Settled

Alameda Superior Court, RG06252310

Nature of Case: Unfair Competition – Unpaid overtime related to misclassification as salaried employees, unpaid overtime, meal periods, rest periods, etc.

Contreras v. Bank of America, N.A., (Lead Associate) - Settled

San Francisco Superior Court, Case No. CGC-07-467749

Nature of Case: Unfair Competition- Failure to Pay Overtime, Unreimbursed Business Expenses

Copas v. San Bernardino Care Company (lead) – Settlement

San Bernardino Superior Court, Case No. CIVDS1705324

Nature of Case: Wage and Hour Case (meal and rest periods)

Corona v. Airtouch Wireless d/b/a Verizon Wireless (Lead) - Settled

Los Angeles Superior Court, Case No. BC467679

Nature of the Case: Unfair Competition, Unpaid Wages and Vacation Time

Cota v. Countrywide Securities, et al. (Lead Associate) – Settled
Los Angeles County Superior Court, BC388005
Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Crawford v. Career Systems (lead) – LWDA
LWDA, Case No. CM-1033609-24
Nature of Case: Wage and Hour Case (meal and rest periods)

Cushshon v. Blue Shield (lead) – In litigation
Sacramento Superior Court, Case No. 24CV009897
Nature of Case: Wage and Hour Case (meal and rest periods)

Decarr v. Harvest Management (Associate) - Settled
Santa Clara Superior Court, Case No. 109CV153466
Nature of Case: Unfair Competition- Unpaid Overtime and Meal And Rest Breaks

Del Valle v. LA Fitness (Lead Associate) - Settled
Los Angeles Superior Court, Case No. BC438654
Nature of Case: Unfair Competition- Failure to Pay Overtime, Meal and Rest Breaks,
Reimburse Expenses, Split Shifts

Diaz v. Amazon Flex – In Litigation
United States District Court, Western District of Washington, Case No. 2:21-CV-
00419-JCC
Nature of Case: Wage and Hour Case (meal and rest periods)

Diaz v. The Merchant of Tennis – In litigation
Los Angeles Superior Court, Case No. 20STCV47392
Nature of Case: Wage and Hour Case (meal and rest periods)

Elrington v. Citadel Security (lead) – LWDA filing pending
LWDA, Case No. pending
Nature of Case: Wage and Hour Case (meal and rest periods)

Escobar v. Tri-City – Pending filing
San Diego Superior Court, Case No. pending
Nature of Case: CMIA violations

Estrella v. Freedom Debt Relief (Associate) – Settled
United States District Court for the Central District of California, Case No. CV 09–03156
SI
Nature of Case: Unfair Competition – Unlawful Business Practices

Evans v. Walmart (Co-Counsel)- Settled
United States District Court, District of Nevada, Case No. 2:10-CV-1224-JCM-JCL
Nature of Case: Unfair Competition- Failure to Pay Overtime

Fjeld v. Penske (Lead) - Settled

United States District Court for the Central District of California, Case No. No. CV 12–3500–GHK (JCGx).

Nature of the Case: Unfair Competition- Unpaid Wages, Overtime, Meal and Rest Breaks, and to Itemize Pay

Fontes v. Heritage Propane (Lead) - Settled

United States District Court, Southern District of California, Case No.: 14cv1413-MMA (NLS): 14cv1413-MMA (NLS)

Nature of the Case: False Advertising, Unfair Competition

Friedlander v. Hot Topic (Lead) -Settled

Los Angeles Superior Court, Case No. BC520319

Nature of the Case: Failure to Reimburse Business Expenses, Failure to Provide Meal and Rest Periods, Failure to Pay Overtime, Unfair Competition

Fuzell v. Hallmark Marketing Corporation (Co-Counsel) – Settled

United States District Court, Central District of California, Case No. CV08-04342 VBF (Ex)

Nature of Case: Unfair Competition – Unpaid time, Unreimbursed Expenses

Gandara v. Nestle Purina (Co-Counsel) - Settled

United States District Court, Northern District of Illinois, Case No. 1:12-cv-02871

Nature of the Case: Unfair Competition, Consumers Legal Remedies Act

Garcia v. Goodwill of Silicon Valley (lead) – Settlement

Santa Clara Superior Court, Case No. 21CV382972

Nature of Case: Wage and Hour Case (meal and rest periods)

Geib v. Jacobs Technology (Lead) – In Litigation

United States District Court, Northern District of California, Case No. cand-5:2023-cv-00169

Nature of Case: Wage and Hour Case (meal and rest periods)

Gomes v. Partnership HealthPlan of California – Settlement

Solano Superior Court, Case No. FCS059095

Nature of Case: Data Breach

Gutierrez v. Johnson & Johnson (Lead) – In Litigation

United States District Court, Southern District of California, Case No. 3:19-cv-01345-DMS-AGS

Nature of Case: Unfair competition, false advertising, CLRA.

Gruender v. First American Title Company (Lead Associate) – Settled

Orange County Superior Court, Case No. 06CC00197

Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Guy v. Toys R Us, Inc., et al., (Lead Associate) – In Bankruptcy

United States District Court, Southern District of California, Case No.: 16-CV-2224-AJB-JMA

Nature of Case: Unreimbursed business expenses, unpaid vacation time upon termination, unfair competition, PAGA.

Harrington v. Professional Security Consultants (Lead) -Settled

Los Angeles Superior Court, BC538101

Nature of the Case: Failure to Pay Waged Owed, Unfair Competition, PAGA

Hasan v. Talia First Class Limousine (lead) – LWDA

LWDA, Case No. CM-1032916-24

Nature of Case: Wage and Hour Case (meal and rest periods)

Hill v. Chicos, Inc., (Lead) - Settled

San Mateo Superior Court, Case No. CIV 522758

Nature of Case: Unfair Competition- Failure to Reimburse Business Expenses

Holmes v. OK Produce – In litigation

Fresno Superior Court, Case No. 21CECG02070

Nature of Case: Wage and Hour Case (COVID checks)

Howard v. Select Source (Lead) – In litigation

Los Angeles Superior Court, Case No. 24STCV06991

Nature of Case: FCRA - Unlawful Background Checks

Ierien v. The World Protection Group (Lead) – Settlement

Los Angeles Superior Court, Case No. 20STCV44972

Nature of Case: Wage and Hour Case (meal and rest periods)

Johnson v. Metlife (Co-Counsel)- Settled

United States District Court, for the Central District of California, Case No. SACV 13-128-JLS (RNBx)

Nature of the Case: Unfair Competition, Unpaid Wages, Overtime, Meal and Rest Breaks

Jones v. Wal-Mart (Co-Counsel)- Settled

United States District Court, Central District of California, Case No. SACV 13–128–JLS (RNBx).

Nature of the Case: Unfair Competition, Failure to Pay Wages Owed, Overtime, and to Itemize Pay Statements

Lizarraga v. CBC Restaurant Corp. (Lead Associate) - Settled

Orange County Superior Court, Case No. 30-2008-00233464

Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Lyle v. Spectrum (Lead) – LWDA filing pending

LWDA, Case No. pending

Nature of Case: Wage and Hour Case (meal and rest periods)

Macopson v. AT&T – Settlement

Los Angeles Superior Court, Case No. 22STCV13800

Nature of Case: Wage and Hour Case (meal and rest periods)

Magallanes v. Discovery Practice Management – Settlement
Orange Superior Court, Case No. 30-2021-01213556-CU-MC-CXC
Nature of Case: Data Breach

Magallanes v. Illuminate Education (Lead) – Appeal
Ventura Superior Court, Case No. 56-2022-00567324-CU-MC-VTA
Nature of Case: CMIA violations

Melendez v. Solar Turbines (Lead) – LWDA
LWDA, Case No. CM-1021794-24
Nature of Case: Wage and Hour Case (meal and rest periods)

Mendoza v. Nordstrom (Lead) - Settled
United States District Court, Central District of California, Case No.: SACV 10–00109–
CJC(MLGx)
Nature of Case: Unfair Competition- Working 7 or More Consecutive Days, Split Shifts

Miller v. Kold Trans (Lead) – LWDA
LWDA, Case No. CM-1036862-24
Nature of Case: Wage and Hour Case (unlawful deductions from pay)

Miller v. RP On-Site, LLC, et al. (Lead) – Settled
United States District Court, Northern District of California, Case No.5:19-cv-02114-
LHK
Nature of Case: Unfair Competition – Background Checks

Miller v. Wellpoint Companies, Inc. (Associate) – Settled
United State District Court, Central District of California, Case No. 09-5666 GW (RCX)
Nature of Case: Payment by way of out-of-state checks.

Minor v. Barnes & Noble, Inc. (Lead Associate) - Settled
Alameda County Superior Court, Case No. RG09450216
Nature of Case: Unfair Competition- PAGA Claim for Paying With Out of State Check

Miranda v. SABA Couriers (Lead) – Settlement
Los Angeles Superior Court, Case No. 22STCV06847
Nature of Case: Wage and Hour Case (meal and rest periods)

Mitre v. Smart & Final (Lead) - Settled
Santa Clara Superior Court, Case No. 113CV241954
Nature of the Case: Unfair Competition, Failure to Reimburse Business Expenses

Monroe v. Science Applications International Corporation (Lead) – In litigation
Los Angeles Superior Court, Case No. 23STCV04908
Nature of Case: Wage and Hour Case (late final pay)

Murry v. Kellogg Sales Company (Lead) - Settled
Los Angeles Superior Court, Case No. BC411211
Nature of Case: Unfair Competition- Misclassification, Certified for Unitemized Wage Statements

Nabong v. Bloom Energy (Lead) – In litigation
Alameda Superior Court, Case No. 24CV066560
Nature of Case: Wage and Hour Case (meal and rest periods)

Newton v. Kaiser Foundation Health Plan (Lead) – In litigation
United States District Court, Northern District of California, Case No.: 24-cv-03625-EMC
Nature of Case: CMIA and CIPA violations

Nguyen v. AT&T (Lead) – In litigation
United States District Court, Northern District of California, Case No.: 24-cv-03574-NC
Nature of Case: CPRA, CLRA, UCL violations for Data Breach

Nguyen v. Children’s Hospital of Orange County – Settlement
Orange Superior Court, Case No. 30-2023-01299735-CU-OE-CXC
Nature of Case: Wage and Hour Case (meal and rest periods)

Nguyen v. Clever Care Health Plan (Lead) – In Litigation
Orange Superior Court, Case No. pending
Nature of Case: Unlawful Recording

Ocampo v. Nor-Cal Beverage Co., Inc. (Lead) – Settlement
Orange Superior Court, Case No. 30-2021-01226173-CU-OE-CXC
Nature of Case: Wage and Hour Case (meal and rest periods)

Olson v. Amazon – Stayed
Sacramento Superior Court, Case No. 34-2021-00309281
Nature of Case: Wage and Hour Case (meal and rest periods)

Olson v. Tandem Care (Lead) – In Litigation
San Diego Superior Court, Case No. 37-2023-00013021-CU-OE-CTL
Nature of Case: CCRAA violations

Osoy v. Caliber (Lead) – Settlement
Los Angeles Superior Court, Case No. 21STCV12589
Nature of Case: Wage and Hour Case (meal and rest periods)

Owen v. Robinson’s May (Lead Associate) – Settled
Los Angeles County Superior Court, Case No. BC355629
Nature of the Case: Unfair Competition – Failure to Pay Vacation Accrued

Palma v. Team Alliance Logistics (Lead) – Settlement
Los Angeles Superior Court, Case No. 22STCV40081
Nature of Case: Wage and Hour Case (meal and rest periods)

Padilla v. Kraft Foods Global, Inc., (Lead Associate) – Settled
Orange County Superior Court, 07CC00009
Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Pandolfi v. APRO – In Litigation
Los Angeles Superior Court, Case No. 23STCV04096
Nature of Case: Wage and Hour Case (meal and rest periods)

Pearce v. SBC Advanced Solutions, Inc., (Lead Associate) – Settled
United States District Court, Central District of California Case No. 8:07-cv-00450
Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Pedroso v. Bank of America (Lead) – Pending filing
Los Angeles Superior Court, Case No. pending
Nature of Case: CLRA, FAL, UCL claims for checking

Ramirez v. Wells Fargo N.A., (Co-Counsel)-Settled
Alameda County Superior Court, Case No. RG1046146
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks, Off the Clock

Richie v. Blue Shield (Lead) - Settled
United States District Court, Northern District of California, Case No. C-13-2693
Nature of the Case: Failure to Reimburse Business Expenses, Failure to Pay Overtime Compensation, Unfair Competition

Rojas v. HD Supply Management (Lead) – In Litigation
Los Angeles Superior Court, Case No. 23STCV00059
Nature of Case: Wage and Hour Case (meal and rest periods)

Roldan v. Independent Living Systems Health – Settlement
Los Angeles Superior Court, Case No. 23STCV09132
Nature of Case: CMIA violation

Rondone v. Orchard Supply Hardware Stores Corporation (Associate) - Settled
Santa Clara Superior Court, Case No. 110CV164041
Nature of Case: Unfair Competition- Failure to Pay Overtime and Meal and Rest Breaks

Rose v. Lincare, Inc., (Co-Counsel) - Settled
San Francisco Superior Court, Case No. CGC07-465052
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Rose v. Macy's (Lead) – Pending filing
Los Angeles Superior Court, Case No. pending
Nature of Case: FAL for misleading prices

Rosenloev v. 24 Hour Fitness (Lead) - Settled
Orange County Superior Court, Case No. 30–2009–00180140
Nature of Case: Unfair Competition- Split Shifts, Commission Theft, Failure to pay

Missed Meal, Periods, Off the Clock

Santana, et al., v. Rady Children's Hospital-San Diego, (Lead Associate) – Settled
San Diego Superior Court, Case No. 37-2014-00022411-CU-MT-CTL
Nature of Case: Unfair Competition – Disclosure of medical information

Schrieo v. A&A Services (Lead) – In Litigation
San Diego Superior Court, Case No. pending
Nature of Case: CMIA, CCPA, and UCL violations for Data Breach

Schwegmann, et al., v. Hill's Pet Nutrition, et al. (Co-Counsel) – **In Litigation**
United States District Court, District of Kansas, Case No. 2:19-cv-02149-JAR-TJJ, MDL 2887
Nature of Case: Unfair Competition/CLRA – Sale of pet food containing too much or too little vitamin D.

Scott v. Hendrick Automotive (Lead) – Settlement
Riverside Superior Court, Case No. CVRI2205368
Nature of Case: Wage and Hour Case (meal and rest periods)

Scott v. Pro's Choice Beauty (Lead Associate) – Settled
United States District Court, Northern District of California, Case No. 3:2008-cv-04697
Nature of Case: Unfair Competition – Unpaid time, Unreimbursed Expenses

Shaw v. Kaiser Permanente (Lead) – Settlement
Los Angeles Superior Court, Case No. 22STCV11259
Nature of Case: Wage and Hour Case (meal and rest periods)

Sparks v. ADP (Lead Associate) – Settled
United States District Court, Central District of California, Case No. 2:2007-cv-03203
Nature of Case: Unfair Competition – Overtime, Meal and Rest Breaks

Spindel v. Embark Behavioral Health (Lead) – In Litigation
United States District Court, Northern District of California, Case No. 24-cv-00552-VKD
Nature of Case: Wage and Hour Case (meal and rest periods)

Stoba v. Saveology, LLC, (Lead Associate) – Settled
United States District Court, Case No. 13cv2925 BAS (NLS)
Nature of Case: Unlawful recording

Stowe v. The Pep Boys Manny Moe & Jack of California (Lead) - Settled
Los Angeles County Superior Court, Case No. BC520550
Nature of Case: Unfair Competition, Failure to Reimburse Business Expenses

Tan v. Sutter Health, (Co-Counsel) - Settled
Alameda County Superior Court, Case No. RG12622057
Nature of the Case: Unfair Business Practices, Failure to Pay Overtime, Provide Meal and Rest Breaks, Itemize Wage Statements, PAGA

Tarango v Ajilon Communications (Lead Associate) - Settled
Los Angeles Superior Court, Case No. BC423185
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Thomas v. Avis Budget- Settled
United States District Court, Central District of California, Case No. CV 08-7397 AHM
(AJWx)
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Trujillo v. Party City (Associate) - Settled
Santa Clara Superior Court, Case No. 109CV149665
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Valenzuela v. Affiliated Computer Systems (Lead) - Settled
Los Angeles Superior Court, Case No. BC431884
Nature of Case: Unfair Competition- Failure to Pay Wages When Due Through Debit Card

Valledor v. Telecare (Lead) – LWDA
LWDA, Case No. CM-1034137-24
Nature of Case: Wage and Hour Case (meal and rest periods)

Valles v. International Business Machines Corporation (Lead Associate) - Settled
United States District Court, Central District of California, Case No. SACV 09–202 AG
(MLGx).
Nature of Case: Unfair Competition- Misclassification

Verdugo v. Capstone Logistics LLC (Lead) – Settlement
Los Angeles Superior Court, Case No. 22STCV09270
Nature of Case: Wage and Hour Case (meal and rest periods)

Victorio v. Modis, Inc., et al. (Lead) – Settled
United States District Court, Northern District of California Case No. 5:19-cv-01713-
VKD
Nature of Case: Unfair Competition – FCRA violations.

Viloria v. Stewart Title Company (Co-Counsel) – Settled
Fresno Superior Court, Case No. 07 CE CG 01735 AMC
Nature of Case: Unfair Competition- Overtime, Meal and Rest Breaks

Wilson v. The Way World Outreach Ministries (Lead) – In Litigation
San Bernardino Superior Court, Case No. CIVSB2313580
Nature of Case: Wage and Hour Case (child labor, meal and rest periods)

Wingo v. HCA Healthcare – In litigation
United States District Court, Central District of California Case No. 5:24–cv–1317
MEMF (SSCx)

Nature of Case: CMIA violations

Wright v. Home Depot (Co-Counsel) – Settled

Orange County Superior Court, 20-2008-000548814

Nature of Case: Unfair Competition – Meal and Rest Breaks

Yanez v. Care 1st Health Plan (Lead Associate) – Settled

Los Angeles Superior Court, Case No. BC470122

Nature of Case: Unfair Competition – Unlawful disclosure of medical information

